

Common questions

What is HDMI-CEC?

Consumer Electronics Control (CEC) allows device commands to be sent over the same HDMI Cable as audio and video.

What is ARC?

Audio Return Channel (ARC) sends audio from your TV to the Smart Soundbar, using the HDMI Cable. Connect the Smart Soundbar to the HDMI port labelled "ARC" on your TV.

How do I enable HDMI-CEC and ARC on my TV?

While some TVs automatically enable these features, others require you to enable them via a settings menu. TV manufacturers use different names for these settings, so refer to your TV manual or visit [go.roku.com/hdmihelp](https://www.go.roku.com/hdmihelp)

Why do I need to create a Roku® account?

Before you can start streaming, channels must be downloaded and installed on your Smart Soundbar. You'll need a Roku account to access the Roku Channel Store, manage your subscriptions, view your purchase history, and add a payment method. For more info, visit [go.roku.com/whyaccount](https://www.go.roku.com/whyaccount)

Why should I enter a credit card?

Saving a payment method makes it easy to rent or buy movies on demand, subscribe to popular services, and enroll in free trials. Charges will not be made without your authorization. For more information, visit [go.roku.com/paymenthelp](https://www.go.roku.com/paymenthelp)

Easily expandable

For even deeper,
richer bass



onn. • Roku
Wireless Subwoofer

Sold separately.

Tips and Tricks

Sound Settings

- **Automatic Volume Leveling**—Helps keep your volume consistent and quiets loud commercials.
- **Speech Clarity**—Improves clarity of voices so your favorite TV is easier to hear.
- **Night Mode**—Lowers loud scenes while boosting quiet ones so you don't wake the house.

Using voice commands

Press and hold the microphone button* and say things like:

"Play classic rock."

"Set volume to 30."

"Launch The Roku Channel."

*Requires a Roku voice compatible remote or Roku mobile app.

Using Sound Settings

- While streaming video, press .
- Go to **Sound Settings**.
- Turn on the settings you want.

Pairing a Bluetooth® device

- Select the **Bluetooth** channel tile on your home screen.
- Follow the on-screen instructions.

For more, visit: [go.roku.com/onnsoundbar](https://www.go.roku.com/onnsoundbar)

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We'd love to hear from you. Scan
with your Walmart app and let us
know what you think.

onn.TM

onn. • Roku Smart Soundbar
Quick Start Guide

Get ready for high quality sound and powerful streaming.

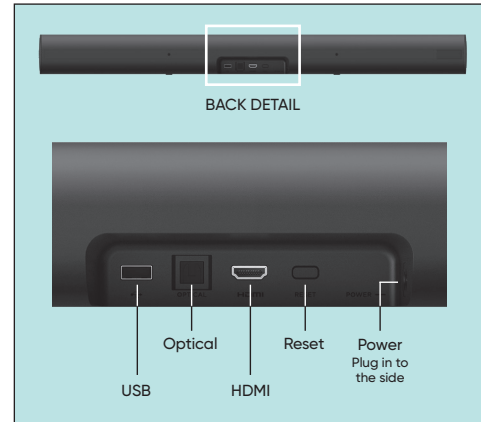
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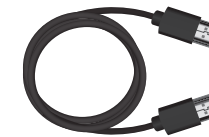
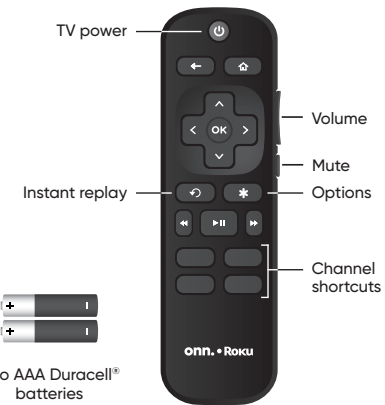
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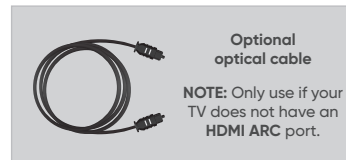
Power cable



BACK DETAIL



Premium High Speed HDMI® Cable



Optional optical cable

NOTE: Only use if your TV does not have an HDMI ARC port.

What you'll need



Get ready to set up with:

- Your TV
- Your wireless network name and password
- Your smartphone or computer

Have a Roku TV?

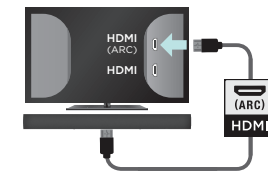
Visit go.roku.com/onnsoundbar for a guided walkthrough.

Let's get started



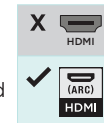
1. Connect to Power

- Use the included power cable to connect your Smart Soundbar to a wall outlet.



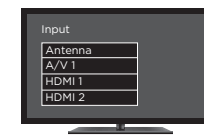
2. Connect to TV

- Connect your Smart Soundbar to the HDMI port on your TV labeled "ARC" with the included cable.



Don't see an HDMI-ARC port?

Use the optical cable along with the HDMI Cable to connect.



3. Select input

- Use your TV remote to select the HDMI input you used to connect your Smart Soundbar.



4. Insert batteries

- Slide open the battery cover on your remote to insert the included Duracell® batteries negative (-) ends in first.



5. Follow the on-screen setup

- Follow the instructions on your TV to activate your Smart Soundbar and link or create a Roku account.
- During setup, you may need to enable your TV's HDMI-CEC and ARC settings. TV manufacturers use different names for these settings, so refer to your TV manual or visit go.roku.com/hdmihelp



IMPORTANT: Activate your Smart Soundbar by using your computer or smartphone to link to a Roku account.

NOTE: Roku does not charge for activation support – **beware of scams.**

Roku Device. If you timely send a notice in compliance with this paragraph 6, the agreement to arbitrate will not apply to either you or Roku. If you do not timely send this notice, then you agree to be bound by this agreement to arbitrate.

(7) **Changes.** Notwithstanding any provision in this EULA to the contrary, you agree that, if Roku seeks to delete or materially modify the agreement to arbitrate described herein, any such deletion or modification will not apply to any individual Claim of which you have notified Roku prior to such modification.

Miscellaneous

Roku may transfer its rights and obligations under this EULA to another organization. You may only transfer your rights or your obligations under this EULA to another person if Roku agrees in writing. This EULA is between you and Roku. No other person shall have any rights to enforce these terms. Each of the paragraphs of this EULA operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If Roku fails to insist that you perform any of your obligations under this EULA, or if Roku does not enforce its rights against you, or if Roku delays in doing so, that will not mean that Roku has waived its rights against you, or that you do not have to comply with those obligations. If Roku does waive a default by you, Roku will only do so in writing, but that will not mean that Roku will automatically waive any later default by you.

Onn™• Roku Smart Soundbar (“Smart Soundbar”), including Roku® Remote (“Remote”), collectively the “Product”

The Smart Soundbar which accompanies this Important Product Information allows you to stream online entertainment to your TV and hear audio from the built-in speakers. A Roku account is required to activate your Smart Soundbar. When you sign up for a Roku account, you will be asked to provide your contact information and a payment method so that you can easily rent movies or sign-up for additional services. Your authorization is required for any such charges. There are no equipment rental fees for owning the Smart Soundbar. However, a paid subscription or other form of payment may be required to access some channels or content. Channel availability is subject to change and varies by region. Check with each channel provider for specific bandwidth requirements to stream SD, 720p, 1080p HD, 4K, and HDR content (subject to TV compatibility).

Please read and keep all safety and use instructions.

Important Product Information Safety Precautions

Any electrical device, if used improperly, has the potential for causing fire, electrical shock, property damage or personal injury. To help ensure accident-free and enjoyable operation, follow these guidelines:

- Observe all warnings, precautions and instructions.
- Regularly inspect the AC power adapter for damage.
- If the Product has been damaged, cracked or punctured, or if the Product functions in an abnormal manner, produces unusual sounds or smells or becomes hot, immediately stop use, unplug the AC power adapter from the electrical outlet and disconnect any other cables.
- Observe all signs and displays that require an electrical device or RF radio product to be switched off in designated areas.
- For more information on product safety and troubleshooting, please go to www.roku.com/support.

Use and Handling

- The Smart Soundbar contains magnetic material. Contact your physician if you have questions on

- whether this might affect the operation of your implantable medical device.
- The Product is not a toy. Keep out of reach of children.
- The Product packaging may include plastic bags, cable ties and fasteners. Dispose of these properly and keep them out of reach of children, as they could present a choking hazard.
- The Product should not be exposed to dripping, spraying, or splashing.
- Do not submerge in water or allow liquid to get into the Product.
- Do not touch the Smart Soundbar or connected cables during an electrical storm.
- Do not allow small particles or other foreign objects to get into the Product.
- Do not expose the Product to high temperatures, high humidity, direct sunlight, heat sources, smoke or steam.
- Do not place naked flame sources, such as lighted candles, on or near the Product.
- Do not place anything on top of your Smart Soundbar, cover or place it in an enclosed cabinet or on a soft surface; it may cause the Smart Soundbar to get hot or overheat.
- Do not drop, crush or disassemble the Product.
- Do not clean with chemical based cleaner. Use a soft, dry cloth.
- Do not place Smart Soundbar directly on oil or wax based wood finished surfaces.
- Never attempt to repair or dissemble the Product yourself due to the danger of electric shock/injury. Any modification to the Product may cause damage not covered by the warranty.
- Use intended for indoors only.
- Dispose of the Product according to local standards and regulations.
- The Remote may have a jack for earpieces (sold separately). Use only compatible earpieces. Permanent hearing loss may occur if the Product or earpieces are used at high volume. To prevent possible hearing loss, limit the amount of time you use the Product or any earpieces at high volume.

Class II Equipment

This device meets the safety requirements specified for Class II equipment.

Important Tips About Battery Handling

Inserting batteries: Be sure to insert each battery negative (-) side first, pushing it into the coil and then into the compartment. Never insert batteries positive (+) side first.

Replacing batteries: Always replace dead batteries with two brand-new batteries from the same manufacturer. Never use damaged batteries.

Disposal of batteries: Always dispose of batteries following federal guidelines or local ordinances. Do not dispose of used batteries in an open fire.

Warning Signs: If your Product gets warm/hot during use, discontinue use and contact Roku Customer Support immediately at www.roku.com/support. There is a risk of explosion if a battery is replaced by an incorrect type.

License and Warranty

Use of the Product constitutes your agreement with the End User License Agreement set forth herein and at www.roku.com/legal and the limited warranty set forth below. If you disagree and you are within the allowable time period for returns under the return policy applicable to your Product, you may return the Product to the place where you obtained it for a refund, subject to the terms of the applicable return policy.

Limited Warranty & Warranty Service Process
Limited Warranty

For any Product purchased and delivered to end users in the US, go to www.roku.com/support for the warranty terms and conditions. You may also request a copy of such terms by mail by contacting us at 150 Winchester Circle, Los Gatos, CA 95032.

Additional Legal Notices

Federal Communication Commission Interference Statement

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will

not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

FCC Caution: Any changes or modifications not expressly approved by Roku, Inc. could void the user's authority to operate this equipment. Operation of this product in the US is firmware-limited to channels 1 through 11.

IMPORTANT NOTE:

FCC Radiation Exposure Statement

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with a minimum distance of 20 cm between the radiator and your body. This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter. The availability of some specific channels and/or operational frequency bands are country dependent and are firmware programmed at the factory to match the intended destination. The firmware setting is not accessible by the end user.

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End User License Agreement (FOR ROKU DEVICE)

IMPORTANT: READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING YOUR ROKU DEVICE. ALSO REVIEW THE IMPORTANT PRODUCT INFORMATION THAT MAY HAVE BEEN PROVIDED WITH YOUR ROKU DEVICE.

In particular, please note that: (1) disputes between us will be settled by binding arbitration and you are giving up your right to go to court as detailed in this End User License Agreement (please read the “Choice of Law; Dispute Resolution” section below carefully to understand your rights); and (2) your Roku Device Software may be automatically updated.

Overview

This End User License Agreement (“EULA”) governs your use of, as applicable: (a) Roku’s streaming device which use the Roku platform to play Content over the Internet, and (b) any firmware and software that Roku, Inc. (“**Roku**”) has pre-installed on your device, and the firmware and software updates Roku provides to you (collectively, the “**Software**”) ((a) and (b), individually or collectively, as the case may be, “**Roku Device**”). By linking this Roku Device directly to your account on Roku’s website (“Roku Account”), or pairing this Roku Device with other Roku branded products that may already be linked to your Roku Account, or by using this Roku Device, you are agreeing to this EULA.

If you do not agree to this EULA, you do not have the right to use the Roku Device. If you are within the allowable time period for returns under the applicable return policy, you may return the Roku Device to your seller for a refund, subject to the terms of such return policy. You should perform a factory reset before you return it to unpair your Roku Device (as applicable) and

erase data that may be stored on the Roku Device. For instructions on how to reset your Roku Device, please visit: www.roku.com/support.

In this EULA, “**Channel**” means an application in the Roku Channel Store; “**Content**” means movies, television shows, music and other audio and visual materials and entertainment; “**Content Provider**” means any provider of Content; and “**Roku Channel Store**” means the storefront of applications that may be provided by Roku via your Roku Device’s on-screen menu.

Changes to This EULA

Roku may amend this EULA at any time in its discretion. Such amendments shall be effective immediately upon posting of the amended EULA on Roku’s website or your Roku Account, whichever occurs first. In its option, Roku may also notify you of the amended EULA by sending a notice to the last email address you have provided to Roku. You agree to provide accurate and complete information if and when you set up your Roku Account, and you agree to promptly update your account information (including contact information) to keep it accurate and complete. You can do this at any time by signing in to your Roku Account. Following such posting or notice by any of the methods described above, continued use of your Roku Device or Roku Account means you accept and agree to the amended EULA. If you do not agree to the amended EULA, Roku may not be able to provide updates, upgrades or enhancements to your Roku Device, and you may not be able to continue using your Roku Device or Roku Account.

Permitted Use and Restrictions

The Roku Device and the Software are for personal, non-commercial use only. Copying or redistribution of any Content delivered via the Roku Device is strictly prohibited and we may prevent or restrict you from copying or re-distributing any elements of the Software or Content using digital rights management or other technologies. The Roku Device and the Software are for use only in those countries specified on Roku’s website and where Roku makes the Roku Device and Software available via its authorized distributors. If you are using the Roku Device and the Software outside of these countries, the rights granted under this EULA do not apply. Some of the Content Providers use technologies

to verify your geographic location, and you may not be able to use the Player or the Software to access any Content outside of the country or location authorized by Roku or the Content Provider. Except as expressly provided under this EULA, you do not acquire any intellectual property or other proprietary rights in or to the Roku Device, the Software or the Content, including any rights in patents, inventions, improvements, designs, trademarks, database rights or copyrights, nor do you acquire any rights in any confidential information or trade-secrets. All rights not expressly granted to you in this EULA are reserved by Roku or its applicable licensors. You may not remove, obscure, alter or conceal any trademark, logo, copyright or other proprietary notice in or on any Roku Device, Software or Content.

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(f) have any of the foregoing done for you by a third party. This license does not include the right to receive Software upgrades or updates. Your right to use the Roku Device and the Software will immediately terminate upon your breach of this EULA.

Software Updates

IN ITS SOLE DISCRETION, ROKU MAY PROVIDE UPDATES TO YOUR ROKU DEVICE VIA THE INTERNET, INCLUDING BUG FIXES AND UPDATES, CHANGES IN THE USER INTERFACE OR HOW YOU ACCESS CONTENT, AND OTHER CHANGES THAT MAY ADD, ALTER OR REMOVE FUNCTIONALITIES AND FEATURES. YOU ACKNOWLEDGE THAT THESE UPDATES: (A) MAY HAPPEN AUTOMATICALLY IN THE BACKGROUND AT ANY TIME (AND THAT THEY CANNOT BE DISABLED BY YOU); AND (B) WILL REQUIRE AN INTERNET CONNECTION AND YOU MAY INCUR ADDITIONAL DATA CHARGES FROM THE PROVIDER OF THE INTERNET CONNECTION. YOU UNDERSTAND THAT THESE UPDATES ARE NECESSARY TO MAINTAIN COMPATIBILITY WITH OTHER UPDATES TO ROKU DEVICES OR SERVICES AND MAY BE REQUIRED FOR SECURITY REASONS. BY USING THE ROKU DEVICE, YOU HEREBY AGREE TO RECEIVE SUCH UPDATES.

Separately Licensed Code

Certain software components of the Software are provided under separate third-party license terms (“Separately Licensed Code”) and your right to use such components is governed by such license terms. Please visit <https://www.roku.com/separatelylicensedcode> for more information.

WARRANTY DISCLAIMER: LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(A) EXCEPT FOR THE LIMITED PRODUCT WARRANTY ACCOMPANYING YOUR ROKU DEVICE, THE SEPARATELY LICENSED CODE AND THE SOFTWARE ARE PROVIDED “AS IS”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ROKU DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY,

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ROKU DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE ROKU DEVICE, THE SEPARATELY LICENSED CODE AND THE SOFTWARE WILL BE: (I) SECURE, VIRUS-FREE OR ERROR-FREE, OR (II) FREE FROM ATTACK OR SECURITY INTRUSION. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS OF WARRANTIES MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

(B) IN NO EVENT SHALL ROKU, ITS DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO YOU FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF ANY ROKU DEVICE, THE SEPARATELY LICENSED CODE, THE SOFTWARE, OR YOUR USE THEREOF; AND

(C) YOU AGREE THAT THE TOTAL CUMULATIVE LIABILITY OF ROKU, ITS DIRECTORS, OFFICERS AND EMPLOYEES UNDER THIS EULA, INCLUDING LIABILITY RELATING TO ALL ROKU DEVICES LINKED TO YOUR ROKU ACCOUNT AND THE SEPARATELY LICENSED CODE AND THE SOFTWARE IN SUCH ROKU DEVICES, AND YOUR USE THEREOF, SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE ROKU ACCOUNT TERMS AND CONDITIONS YOU AGREED TO FOR YOUR ROKU ACCOUNT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDY PROVIDED HEREIN FAILS ITS ESSENTIAL PURPOSE AND EVEN IF ROKU, ITS DIRECTORS, OFFICERS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Export Controls

You agree not to download any Content or Software, nor otherwise export or re-export any Roku Device or the Software into (or to a national or resident of)

Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country as to which the United States or your country has embargoed goods, or to anyone on the U.S. Treasury Department’s List of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders or on similar restricted lists published by your government from time to time. By using any Roku Device or the Software, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Choice of Law; Dispute Resolution

(A) **Choice of Law.** You agree that this EULA shall be governed by the laws of the State of Delaware without regard to any conflict of laws principles that may provide the application of the law of another jurisdiction; and

(B) **Dispute Resolution.** You and Roku agree to be bound by the procedures set forth below to resolve any and all claims arising out of or relating to any aspect of this EULA, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, including but not limited to, claims related to the Roku Device and the Software. Each such claim is referred to individually as “**Claim**” and collectively as “**Claims**.”

(1) **Agreement to Arbitrate. YOU AND ROKU AGREE THAT, EXCEPT FOR THE CLAIMS IDENTIFIED IN PARAGRAPH 3 OF THIS SECTION BELOW, ANY AND ALL CLAIMS SHALL BE FINALLY SETTLED BY BINDING ARBITRATION. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) PURSUANT TO THE AAA’S THEN-CURRENT CONSUMER ARBITRATION RULES, WHICH CAN BE FOUND AT WWW.ADR.ORG OR BY CALLING 800-778-7879. AAA’S SUPPLEMENTARY RULES FOR CLASS ARBITRATIONS SHALL NOT APPLY. THE ARBITRATOR HAS THE AUTHORITY TO DECIDE ALL ISSUES OF ARBITRABILITY. PLEASE BE AWARE THERE IS NO JUDGE OR JURY IN ARBITRATION. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN THE RULES APPLICABLE IN COURT, AND REVIEW OF THE ARBITRATOR’S DECISION BY A COURT IS LIMITED. YOU AND ROKU FURTHER AGREE THAT EACH OF YOU MAY**

BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S CLAIM AND MAY NOT PRESIDE OVER ANY CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, TO THE EXTENT RESTRICTIONS ON THE ARBITRATOR’S AWARD ARE PERMITTED BY APPLICABLE LAW, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE OR DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS AND MAY NOT AWARD ANY FORM OF CONSOLIDATED, REPRESENTATIVE OR CLASS-WIDE RELIEF. NOTWITHSTANDING ANY PROVISION IN THESE TERMS TO THE CONTRARY, IF THE CLASS-ACTION WAIVER IN THIS PROVISION IS DEEMED INVALID OR UNENFORCEABLE, OR IF AN ARBITRATION IS ALLOWED TO PROCEED ON A CLASS BASIS, THEN NEITHER YOU NOR ROKU ARE ENTITLED TO ARBITRATE THE CLAIMS. THIS ARBITRATION PROVISION IS SUBJECT TO THE FEDERAL ARBITRATION ACT. SUBJECT TO PARAGRAPH 6 OF THIS SECTION BELOW, THE ARBITRATOR’S AWARD SHALL BE BINDING ON YOU AND ROKU, AND MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

(2) **Fees and Costs.** Information on AAA and how arbitration is initiated can be found at www.adr.org or by calling 800-778-7879. For Claims of \$75,000 or less, you will be responsible for the initial arbitration filing fee, up to the amount of the initial filing fee if you were to initiate a lawsuit against Roku based on such Claims in court. If the arbitrator finds such Claims to be non-frivolous, Roku will pay any difference in such filing fees plus the arbitrator fees. For Claims in excess of \$75,000, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Roku will pay as much of your actual filing fees and the arbitrator fees for the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation.

In addition to the foregoing, if the arbitrator issues you an award based on the merits of your Claim that is greater than the value of Roku’s last written settlement

offer made before an arbitrator was selected (or Roku did not make a settlement offer before an arbitrator was selected), then Roku will pay you the amount of the award or \$10,000, whichever is greater.

(3) **Exclusions.** This agreement to arbitrate does not apply to any Claim (a) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (b) that is properly brought in small-claims court.

(4) **Jurisdiction.** If the agreement to arbitrate in this provision is found to be invalid, unenforceable or inapplicable to a given Claim, then any and all proceedings to resolve such Claim must be brought exclusively in a federal court of competent jurisdiction in the Northern District of California or in a state court in Santa Clara County, California. You hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

(5) **Appeal.** Any award issued by an arbitrator pursuant to this agreement shall be final and binding on all parties, except (1) for judicial review expressly permitted by law; or (2) if the arbitrator’s award includes an award of injunctive relief against a party, in which case the enjoined party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator’s application or conclusions of law.

(6) **30-Day Right to Opt Out.** You have the right to opt out of this agreement to arbitrate by sending a written notice of your decision to opt out to the following address: Legal Department, Roku, Inc., 150 Winchester Circle, Los Gatos CA 95032, USA; provided that, such notice must be postmarked on or before the 30th day after the date you create your Roku Account if you do not already have one. If you have an existing Roku Account, all Roku Devices you choose to link to your Roku Account or pair to a Roku Device, and all Roku Services accessed using these products, will be subject to this agreement to arbitrate. Your notice should include your full name, your current postal address, telephone number and email address, the product name and serial number for your Roku Device, and a copy of the original proof of purchase for your