

# The Roku® Premium Developer Program

Roku is introducing a “**Premium Developer Program**” for developers who want to offer fee-based access to their channels and/or applications through the Roku Channel Store and to have Roku manage the payment processing.

## **Program Overview**

Fees for access to the channels or applications may be based on a:

- one-time fee
- recurring monthly subscription
- recurring yearly subscription

Payment for a given paid channel or application will entitle end users to access that channel and/or application and all content within it. Purchase of items within or options to purchase portions of a channel are not supported at this time.

Roku will manage customer billing and payment processing for both fee-based public and private channels or applications.

## **Program Requirements**

Developers who want to participate in this program must:

- establish a Premium Developer Account
- agree to the terms of the Roku Developer Agreement
- agree to the terms of the Roku Services Agreement
- provide necessary business or tax information as requested by Roku
- pay a developer program fee, if applicable
- have a tax ID number or be a taxable entity in the U.S.
- provide additional required developer information detailed at the end of this document

Note: If a developer is developing the channel for a third party, the third party must create a developer account and the fee-based programming must be submitted for Roku’s approval and posting to the Channel Store in the name of the third party.

## **The Process**

Developers who create fee-based channels or applications will submit those to Roku for review and approval. All fee-based public channels must comply with Roku’s content guidelines for public channels.

As part of the channel or application submission process, developers will be asked to provide the fee to be charged, determined at their sole discretion, for access to the channel or

application, and indicate whether it is a one-time fee or a monthly or yearly subscription fee. In order to standardize the payment processing function, all prices should end in \$0.99.

Once approved by Roku, fee-based public channels will appear as options in Roku's Channel Store, but access to those channels will require customers to establish an account through the Roku website (if they have not already done so) and provide a credit card number or create a PayPal billing agreement. The customer will also indicate whether they prefer to input an access code (a Channel Store PIN) for each selection of fee-based programming or not. Then, using their Roku box interface, customers will be able to select the fee-based channels or programs they want from the Channel Store, and if they have elected to use a PIN, entry of their PIN will grant them access to their given selection or selections, and their credit card or PayPal account will be charged accordingly. If they have elected to waive use of a PIN, when the channel or application appears in their player's Channel Store they will be asked to confirm the selection which will grant them access to the content and will result in their being charged the applicable fee.

Fee-based programming designated as private channels will not appear in the Channel Store, but will be accessible by a Roku account holder's entry of a developer provided linking code on the Roku website. Once the linking code is entered, the private channel will appear on the home screen of all Roku players linked to that Roku account. When the customer selects the channel from a Player's home screen they will be given the option of confirming their selection of the channel or removing it from their home screen line-up. If the customer confirms the purchase, the channel will be accessible on all players linked to that customer's Roku account.

### **Roku Services**

Roku will process customer payments and email a receipt to customers. The customer receipt will indicate the channel or application to which the charge corresponds, the date purchased, whether the purchase is a subscription or a one-time fee, and the name of the developer of the channel or application.

Subscriptions will automatically renew until they are cancelled by the subscriber.

A customer's initial selection of subscription programming will provide the basis for the customer's monthly bill date for all future monthly and yearly subscriptions. The first monthly charge for the second and all subsequently purchased monthly subscriptions will be pro-rated from the subscription purchase date to the end of the monthly bill date. The second charge applied to the customer's credit card or PayPal account will be for a full month of the monthly subscription fee. Charges totaling less than \$0.99 will not be billed but will be added to the second full monthly bill. For yearly subscriptions where a monthly bill date has already been established, the customer will initially be charged for the pro-rated first month of the subscription, and then the following month will be charged the full yearly subscription amount.

If a developer offers subscription programming at one price and then changes the price, new subscribers will receive the new price, but, unless expressly requested by the developer, existing subscribers will continue to be billed at the original subscription price.

Both developers and paid programming customers will be able to access their sales activity and transaction records, respectively, on the Roku website.

### **Payment Processing Fees and Developer Remittances**

Developers agree to pay Roku a payment processing fee equal to 30% of the revenues received (net of credits, refunds, etc.) for fee-based channels and applications as payment for handling and processing customer payments, developer remittances, customer receipts, customer accounts and sales activity reports. Where Roku is required to access a Channel Application for internal use and testing purposes, all payments made by Roku in connection with that access will be credited back to Roku and will not be considered as revenues for purposes of calculating payment processing fees.

For channels that have a one-time fee or which are monthly subscriptions, developers will be paid within 30 days of the end of the month following the month in which the revenues accrue. For yearly subscriptions, developers will be paid monthly, 30 days in arrears, an amount equal to 1/12<sup>th</sup> of the annual subscription fee, or the first month's pro-rated amount, as applicable. All developer remittances will be paid via PayPal.

Roku reserves the right to apply credits and reverse purchases in accordance with its standard refund or credit policy which can be found at <http://support.roku.com/home>, as well as when, in Roku's sole discretion, it is necessary to do so for equitable reasons.

### **General Information**

Fee-based channels and applications are created in the same manner as free channels, in other words, no additional coding work is required.

If a developer wishes to offer fee-based programming in the Channel Store but would like to offer their content free to certain individuals they can launch an identical private channel and provide a channel access code to their intended 'free' audience.

Free trial periods for channels or applications are not supported at this time.

Developers of multiple channels may withdraw one or more fee-based channels from the Channel Store or the private channel line-up by providing Roku with sixty (60) days advance notice. So long as a developer continues to offer at least one (1) channel, private or public, for a fee to end users, the Services Agreement will remain in force as to the remaining channel or channels unless the developer expressly provides notice of an intent to terminate the Services Agreement.

Roku will periodically need to access the channels for internal use and testing. All such access by Roku shall be free of charge.

### **Required Additional Information**

In addition to the other information requested by Roku for participation in the Premium Developer Program, developers of fee-based programming shall also be required to provide the following additional information.

Individuals must provide:

- First and last name
- Street address
- City, state and zip
- Phone number with area code
- PayPal email address
- W-9 Form

Companies must provide:

- Full corporate name and state of incorporation
- Street address
- City, state and zip
- Phone number with area code
- PayPal email address
- Legal contact information, i.e., name, title, email address, and phone, for the company
- Some evidence that the person submitting the programming has the authority to bind the company to the Roku Developer Agreement terms
- W-9 Form

Companies may be asked to provide one of the following supporting documents:

- Articles of incorporation
- Business license
- Certificate of Formation
- Charter documents
- Operating Agreement
- Partnership papers
- Reseller or vendor license