

## BUZZTIME® TERMS OF SERVICE

LAST UPDATED OCTOBER 3, 2016

### **IMPORTANT NOTICE: DISPUTES ABOUT THESE TERMS AND BUZZTIME SERVICES ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE “MANDATORY ARBITRATION AND CLASS ACTION WAIVER” SECTION BELOW.**

Welcome to NTN Buzztime, Inc. (“Buzztime”). Buzztime provides games, promotions, self-service dining and other services and content through our websites (including [buzztime.com](http://buzztime.com), [ntnbuzztime.com](http://ntnbuzztime.com), [buzztimebusiness.com](http://buzztimebusiness.com), and [getbuzztime.com](http://getbuzztime.com)), technology platform and devices, and through businesses, networks, mobile devices, and websites operated by our partners (the “Services”). By registering as a user or using the Services, you agree to be bound by these Terms of Service and our [Privacy Policy](#) (together, the “Terms”). Please read these Terms carefully. Our Services are diverse; sometimes additional terms, guidelines, policies, rules, or product requirements (including age requirements) may apply to a Service. Such additional terms, guidelines, rules or requirements, which will be available with the relevant Services, are incorporated into these Terms for such Services and become part of your agreement with us if you use those Services. We may change these Terms from time to time, with or without notice. Please check back periodically for any changes. The date above shows when the Terms were last revised.

By registering as a user or using the Services, you represent that you are at least 18 years old, or if you are between 13 and 18 years old, you represent that your legal guardian has completed any applicable registration process with you, agrees to your use of the Services, and has reviewed and agreed to these Terms. If you are under 13 years old, you may not use the Services.

### **PROVISION AND MODIFICATION OF THE SERVICES**

You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis, and that Buzztime has no responsibility or liability for the lack of availability, timeliness or reliability of the Services. The Services may be subject to interruptions and delays, caused by Buzztime or others. You agree that Buzztime will not be liable to you or to any third party for any modification, suspension, interruption, delay or discontinuation of the Service.

### **REGISTRATION**

As part of the registration and account creation process required to use most aspects of the Services, you will select a member ID (Username) and a password, and you will provide Buzztime with certain registration information. You agree to provide and at all times maintain accurate, current and complete information. To correct or update your information, visit our player site at [www.buzztime.com/players](http://www.buzztime.com/players) and log-in to your account. You also agree that you will maintain the security of your password and identification, that you will be fully responsible for all use of your account, and that you will notify Buzztime immediately of any breach of security or unauthorized use of your account. You agree that you will not register for more than one account, register for an account on behalf of any entity other than yourself, register fake identities or use another’s account without permission.

Your guests may use the Services with your permission, in order to play games or access other aspects of the Services. You understand and agree that you are responsible for all use of the Services by your guests (including age requirements).

### **CONDITIONS ON USE OF THE SERVICE AND THE SITE**

Buzztime grants you permission to access and use the Services as set forth in these Terms solely for your own personal use or the use of your guests.

In using the Services, you agree you will not:

- use the Services in any illegal manner or for any illegal purpose, in any other manner that could damage, disable, overburden or impair the Services.
- defeat, evade or interfere with any security feature of the Services, nor attempt to do so.
- cheat, use any deceptive methods or otherwise evade or violate the rules or intended operation of any software, hardware, Service or game, nor attempt to do so.
- alter or modify any content or component of the Services, other than information or content you have submitted or posted through the Services.

- reproduce, duplicate, copy, sell, trade, or exploit, for any commercial purpose, any content or component of or any access to the Services, without the prior written permission of Buzztime, except for User Content or registration information you have submitted or posted through the Services.
- use any automated system, software, or device to generate and send communications to or through the Services nor will you annoy or harass any person through or in connection with the Services.
- collect or harvest any personally identifiable information, including without limitation account names or e-mail addresses, from or through the Services, nor use the communication systems included in the Services for purposes of sending any commercial solicitation.
- upload, post, transmit, share or otherwise make available through the Services any illegal material, or any material that contains software viruses or any other computer code designed to interfere with the functionality of any computer software or hardware or telecommunications equipment.
- submit, transmit, or post any material that is that is obscene, sexually explicit, hateful, intimidating or threatening, or that violates the rights of Buzztime or of any third party.
- use the Services to post, transmit, or share material that is defamatory or invasive of the privacy of another person, graphically violent, or otherwise inappropriate for a general audience.
- use the Services to post, transmit, or share material that you did not create or that you do not have permission to use and distribute and to allow Buzztime to use and distribute as provided in these Terms.
- use the Services in conjunction with any lottery, gambling or similar activity, or sponsor, encourage, organize or knowingly participate in any activity which constitutes a lottery, gambling or similar activity in connection with the Services.

You understand and agree that your use of the Services is subject to these conditions, and that any failure to abide by them may result in the immediate termination of your account and your access to the Services without notice. You also agree that you will maintain the security of your password and identification, that you will be fully responsible for all use of your account, and that you will notify Buzztime immediately of any breach of security or unauthorized use of your account. You agree that you will not register for more than one account, register for an account on behalf of any entity other than yourself, register fake identities or use another's account without permission.

Your guests may use the Services with your permission, in order to play games or access other aspects of the Services. You understand and agree that you are responsible for all use of the Services by your guests (including age requirements).

## **USER CONTENT**

By submitting, posting or transmitting material in the Services other than personal information submitted in connection with registration ("User Content"), you grant to Buzztime an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license to: (1) use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute User Content, in or through any medium now known or hereafter invented, for any purpose; (2) prepare derivative works using User Content, or to incorporate it into other works, for any purpose; and (3) grant and authorize sublicenses of any or all of the foregoing rights. When you submit, transmit or post User Content using the Services, you also authorize us to make such copies thereof as we deem necessary in order to facilitate its posting, maintenance, and storage.

You represent and warrant that you have all intellectual property rights (including without limitation copyright and trademark rights), licenses, and permissions for you to submit the User Content and for Buzztime to use such material in the manner described in these Terms.

You agree that you will indemnify, defend, and hold harmless Buzztime for all claims resulting from User Content that you post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event, you will cooperate with us in asserting any available defenses. Buzztime reserves the right, in its sole discretion, to reject, remove, edit, move or prevent access to any User Content posted in the Services, but we do not assume that obligation. You acknowledge and agree that you may be exposed to content that you may consider offensive or objectionable. You acknowledge and agree that neither Buzztime nor any third party service provider(s) are responsible for the content of any material submitted, transmitted or posted by any user of the Services, and you agree that you must evaluate and bear all risks associated with your use of or reliance on such content.

## **RIGHTS TO AND USE OF CONTENT**

So long as you abide by these Terms and any other applicable rules or guidelines, Buzztime grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in these Terms, to access and use the Service solely for your own non-commercial entertainment purposes.

Except for User Content or material that appears in the Services at the direction of third party service providers and partners, all content and components of the Services, including without limitation, the software, text, photos, video and audio content, graphics, interactive features and advertisements, and all trademarks, service marks and logos contained therein (“Buzztime Content”) are owned by or licensed to Buzztime, subject to copyrights or other intellectual property rights held by others. Buzztime reserves all rights to the Buzztime Content and any other component or content of the Services, and these Terms do not grant you or any other party any right, title or interest in the Services or any Buzztime Content.

Buzztime Content and its arrangement and selection are copyrighted by Buzztime and may not be used without the prior written permission of Buzztime. You may not distribute, modify, transmit, download, reuse, re-post, or use the Buzztime Content for public or commercial or any other purposes except your personal use of the Services without Buzztime’s prior written permission.

## **COPYRIGHT**

We respect the intellectual property rights of others. We prohibit users from uploading, posting or otherwise transmitting materials that violate the intellectual property rights of others. When we receive notification of alleged copyright infringement that complies with the Digital Millennium Copyright Act (17 U.S.C. § 512, the “DMCA”), we promptly remove or disable access to the allegedly infringing material. We also terminate the accounts of repeat infringers.

If you are a copyright owner or an agent thereof and you believe that any content on Buzztime infringes upon your copyrights, you may submit a notice by following the directions on our DMCA page located at [www.buzztime.com/dmca](http://www.buzztime.com/dmca).

## **TRADEMARKS**

Buzztime, Buzztime Entertainment, Buzztime’s Smartest Bar, , Mobile Playmaker, Opinionation, Opinionation Live, Playersplus, Playmaker, QB1, Showdown, Six, Stump! Trivia Quiz, The Pulse, Trendalicious Trivia, Tuned In, and Where ? are registered trademarks of Buzztime. Ask it Already, Buzztime Trivia, Glory Daze, Immortal Words, Lexitopia, , , Speed Freaks, Scifiles, Spotlight, The Late Shift, Topix are trademarks of Buzztime. You may not use any of our trademarks without express written authorization.

## **SPONSORS, ADVERTISERS AND THIRD PARTIES**

The Services may contain third party content or links to sponsor, advertiser, or other third party websites that are not owned or controlled by Buzztime. Inclusion of, linking to or permitting the use or installation of any third party site, applications, software, content or advertising does not imply approval or endorsement thereof by Buzztime. You understand and agree that Buzztime has no control over, and assumes no responsibility for, the content, privacy policies, terms, or practices of any third parties. By using the Services, you relieve Buzztime from and expressly waive all claims, actions, damages and direct or indirect liability arising from your use of or reliance upon any third-party service, website or content. These Terms do not apply to your use of any third party site, service, or content. Third parties may have their own Terms of Service and Privacy Policies to which you may be bound.

Your correspondence or dealings with, or participation in promotions of, sponsors, advertisers, or other third parties found on or through the Services, are solely between you and such third parties. You agree that Buzztime will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sponsors, third parties or advertisers in the Services.

## **PRIVACY**

Your User Content and registration information will be processed in accordance with our [Privacy Policy](#).

## **DISCLAIMER OF WARRANTIES**

Buzztime provides our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

Buzztime makes no warranties or representations as to the accuracy of any information provided through the Services and makes no promises or guarantees that the Services will be uninterrupted or error-free. Buzztime also makes no warranty or representation that the content of the Services will not infringe the intellectual property or other rights of any person or entity.

USE OF THE SERVICES IS AT YOUR SOLE RISK. IT IS PROVIDED ON AN "AS IS" BASIS. BUZZTIME EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT BUZZTIME WILL NOT BE LIABLE IN ANY WAY OR FOR ANY CLAIMS, ACTIONS OR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BUZZTIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICES. IN NO EVENT SHALL BUZZTIME'S LIABILITY FOR ANY CLAIM ARISING FROM THE PROVISION OF, USE OF, OR INABILITY TO USE THE SERVICES EXCEED THE LESSER OF THE ACTUAL ECONOMIC DAMAGES INCURRED OR \$200.

In particular, and without limitation, Buzztime will have no liability for damages arising from: (1) accessing, downloading, or otherwise obtaining any content or component of the service or the site, even if it results in the transfer of harmful computer code, such as viruses, malware, or spyware; (2) unauthorized access to or disclosure or alteration of your transmissions or data; (3) statements or conduct of any third party on the service; or (4) as otherwise provided in these Terms.

## **TERMINATION**

Buzztime may, in its sole discretion, terminate, limit or suspend your account, delete your registration, other personal information, or User Content, and/or prohibit you from using or accessing the Services, at any time, with or without notice, for no reason or any reason, including but not limited to violation of these Terms.

## **INDEMNIFICATION**

By using the Services, you agree to defend, release and to hold harmless Buzztime and each of its parents, subsidiaries, affiliates, partners, co-sponsors, and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities from and against any claims or actions of any kind made by any third party in connection with your use of the Services, the receipt, ownership, use or misuse of any products or services made available on or through the Services.

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

You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the provision or use of the Services must be filed within one (1) year after such claim or cause of action arose, or be forever waived and barred.

## **CHOICE OF LAW**

The Terms shall be governed by the laws of the State of California, without regard to conflict of law provisions.

## **MANDATORY ARBITRATION AND CLASS ACTION WAIVER**

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

You and Buzztime agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

This Section is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

By agreeing to these Terms, you agree to resolve any and all disputes with Buzztime as follows:

**Initial Dispute Resolution:** Most disputes can be resolved without resort to litigation. You can reach Buzztime's support department at [bztsupport@buzztime.com](mailto:bztsupport@buzztime.com). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Buzztime support department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

**Binding Arbitration:** *If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms of Service's or Privacy Policy's formation, performance, and breach), the parties' relationship with each other, and/or your use of the Services shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.*

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms of Service or the Privacy Policy including but not limited to any claim that all or any part of these Terms of Service or Privacy Policy is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

To start an arbitration, you must do the following: (a) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com)); (b) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, Two Embarcadero Center, Suite 1500, San Francisco California 94111; and (c) Send one copy of the Demand for Arbitration to us at

NTN Buzztime, Inc.

Attn: Legal Department

2231 Rutherford Rd., Suite 200,  
Carlsbad, California 92008.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Buzztime will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Buzztime will pay the fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing. For residents outside the United States, arbitration shall be initiated in the State of California, United States of America, and you and Buzztime agree to submit to the personal jurisdiction of any federal or state court in San Diego County, California in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

**Class Action Waiver:** *The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND BUZZTIME AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.*

**Exception: Litigation of Intellectual Property and Small Claims Court Claims:** *Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or*

*federal* court or in the U.S. Patent and Trademark Office to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

30-Day Right to Opt Out: You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending (from the email address you use on Buzztime) written notice of your decision to opt out to [legal@buzztime.com](mailto:legal@buzztime.com) with the subject line, “ARBITRATION AND CLASS ACTION WAIVER OPT-OUT.” The notice must be sent within thirty (30) days of the effective date of these Terms for existing users or within thirty (30) days your first use of the Service for new users. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, Buzztime also will not be bound by them.

Changes to This Section: Buzztime will provide thirty (30) days’ notice of any changes to this section by posting on the Buzztime website. Amendments will become effective thirty (30) days after they are posted on Buzztime.com or sent to you by email.

Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on “Changes to This Section” is not enforceable or valid, then this subsection shall be severed from the section entitled Mandatory Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Mandatory Arbitration and Class Action Waiver section in existence after you began using the Services.

Survival: This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the Services.

## **GENERAL**

If any provision of these Terms is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the Terms will remain in force.

The failure of Buzztime to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

Any notices or communication sent by you to the Buzztime pursuant to the Terms will be in writing and sent to the address specified herein or such other address as Buzztime may specify in writing.

All notices must be sent via certified mail to:

NTN Buzztime, Inc.

Attn: Legal Department

2231 Rutherford Rd., Suite 200

Carlsbad, California 92008

Email: [legal@Buzztime.com](mailto:legal@Buzztime.com)

You agree these Terms constitute the entire agreement between you and Buzztime and governs your use of the Services, superseding any prior agreements between you and Buzztime. No modification of or addition to these Terms shall be effective unless in writing and signed by an executive officer of Buzztime. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Buzztime services, games, affiliate services, third-party content or third-party software.