

Terms of Service

Last Updated January 2013

Thanks for coming to Buzztime®. NTN Buzztime, Inc., (“Buzztime”) provides its games, contests, sweepstakes, and other services and content through our websites (including buzztime.com, ntnbuzztime.com, ntntrivia.org, buzztimebusiness.com, barandrestaurantnews.com and getbuzztime.com), and through businesses, networks, mobile devices, and websites operated by our partners (the “Services”). These Terms of Service (the “Terms”) and our [Privacy Policy](#) specify the terms and conditions on which we provide the Services. They are an agreement between you and Buzztime.

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. YOUR USE OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND BUZZTIME’S POLICIES APPLICABLE TO USERS (E.G. OUR PRIVACY POLICY) AND TO ANY CHANGES.

AGREEMENT TO TERMS AND OTHER RULES

By registering as a user or using the Services, you agree to be bound by these Terms. In addition, when using selected Buzztime services, you agree to abide by any terms, guidelines, policies or rules applicable to those services that may be posted from time to time, including but not limited to our privacy policy and rules for specific games, contests and sweepstakes.

By registering as a user or using the Services, you also promise and represent to us that you are at least 18 years old, or, if you are under 18 years old, that your parent or guardian agrees to your registration and/or use of the Services, and to these Terms. If you are under 18 years old, then in order to register to become a member of the Service your parent or guardian must complete the registration process with you. By completing the membership registration, your parent or guardian agrees to these Terms, and consents to our collecting and using any information we obtain about you in accordance with the provisions of our Privacy Policy.

PROVISION AND MODIFICATION OF THE SERVICES

The Services includes software, services, content, and advertising provided by Buzztime. However, some of the content of the Services is provided by and is the responsibility of users or third parties, including but not limited to the contents of specific messages and postings by users and advertising provided by third parties. You understand and agree that Buzztime has no responsibility for such content. Buzztime disclaims all responsibility or liability for the acts or omissions of third parties whose services, software, content, or advertising may be utilized in connection with 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 accurate, current and complete information, and to promptly update all information you provide in connection with creating or maintaining your account, in order to keep it accurate, current and complete. (To correct or update your information, visit our player site at www.buzztime.com/players.)

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.

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, and in exchange you agree to abide by all such Terms, including the following:

- You will access and use the Services solely for your own personal use or the use of your guests.
- You will not use Services in any illegal manner or for any illegal purpose, in any other manner that could damage, disable, overburden or impair the Services, or in any manner inconsistent with these Terms.
- You will not defeat, evade or interfere with any security feature of the Services, nor attempt to do so.

- You will not 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
- You will not alter or modify any content or component of the Services, other than information or content you have submitted or posted through the Services.
- You will not 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 content you have submitted or posted through the Services.
- You will not 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.
- You will not 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.
- You will not 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.
- You warrant that you will not 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.
- You will not 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.
- You will not 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.
- You will not use the Services in conjunction with any lottery, gambling or similar activity, and will not 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.

The Services include an interactive forum as part of the Buzztime Player Site. Buzztime reserves the right to remove, edit, move or prevent access to any material appearing in that forum, for any reason. However, while the administrators and moderators of Buzztime Player Site attempt to keep objectionable material off this forum, it is impossible to review all messages and posts and ensure that nothing objectionable to any of our customers appears there. You understand 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.

RIGHTS TO AND USE OF CONTENT

Except for material that appears in the Services at the direction of users and third party service providers, 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 not expressly granted to you by these Terms. The Buzztime Content and its arrangement and selection are copyrighted by NTN Buzztime, Inc., 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.

By submitting, posting or transmitting material other than personal information submitted in connection with your 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 that material, in or through any medium now known or hereafter invented, for any purpose; (2) to prepare derivative works using that material, or to incorporate it into other works, for any purpose; and (3) to 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 affirm and warrant that you have all intellectual property rights (including without limitation copyright and trademark rights), licenses, and permissions to the User Content you provide necessary in for you to use and for you

to authorize Buzztime to use such material in the manner described in these Terms. By submitting or posting User Content, you warrant that it does not infringe any intellectual property rights of another person. User Content you submit, transmit, or post through the Services, via electronic mail or otherwise, is non-confidential and non-proprietary. Any User Content you submit, transmit or post may be used by Buzztime or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Buzztime is free to use any ideas, concepts, know-how, or techniques contained in any User Content for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

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.

TRADEMARKS

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SPONSORS, ADVERTISERS AND THIRD PARTIES

The Services may contain 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. Buzztime has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third parties. By using the Services, you relieve Buzztime from and expressly waive all claims, actions, damages and liability arising from your use of any third-party service or website.

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

As a condition of using the Services, you agree to the terms of the Buzztime Privacy Policy, as expressed in the most recent version that exists at the time of your use. You agree that Buzztime may access or disclose your personal information, including the content of your communications, if Buzztime is required to do so in order to comply with any valid legal process or request (such as a court order, search warrant, subpoena, civil discovery request, or statutory authorization), or as otherwise provided in these Terms or the Privacy Policy.

DISCLAIMER OF WARRANTIES

While Buzztime uses reasonable efforts to provide accurate and up-to-date information, it makes no warranties or representations as to the accuracy of any information provided through the Services. Buzztime assumes no liability or responsibility for any errors or omissions in the content of the site. 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.

BUZZTIME EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. USER HEREBY WAIVES THE BENEFIT OF ANY AND ALL SUCH WARRANTIES TO THE FULLEST EXTENT ALLOWED BY LAW.

Please note that some jurisdictions may not allow the exclusion of implied warranties, therefore, some of the above exclusions may not apply to you. Refer to your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

LIMITATION OF LIABILITY

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 or other personal information or User Content that you have posted using the Services, 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

You agree to defend, hold harmless and indemnify Buzztime, and its subsidiaries, affiliates, officers, agents, and employees from and against any third-party claim arising from or in any way related to your use of the Services or any related content, software or hardware, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Buzztime will make reasonable efforts to provide you with written notice of any such claim, suit or action, but the failure of Buzztime to provide such notice will not relieve you of these obligations.

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.

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.

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

All disputes or claims based upon or arising under or out of the provision or use of the Services, whether in tort, contract or otherwise, shall be resolved exclusively by mandatory binding and final arbitration conducted in the County of San Diego in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) before a sole neutral arbitrator selected by that Association, or in accordance with other rules to which you and Buzztime may both agree. Each party shall have the right to be represented by counsel at its own expense. The arbitrator's fees and other costs shall be borne equally by the parties, provided that the prevailing party in any final decision shall be entitled to recover its costs and attorney's fees from the other party. The foregoing shall not preclude any court or administrative action for equitable relief to prevent or prohibit misuse of the Services or violations of these Terms. You agree that Buzztime shall be entitled to such relief without the posting of any bond. Any court or administrative actions related to the Services shall be brought and heard exclusively in San Diego County, California and you consent to the personal jurisdiction and proper venue of the state and federal courts in San Diego County.

These Terms, together with the Privacy Policy, 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.

I HAVE READ AND UNDERSTAND THESE TERMS, AND I AGREE TO BE BOUND BY THEM.