

# Buzztime® Terms of Service

LAST UPDATED MARCH 29, 2021

**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 eGames.com Holdings, LLC, dba Buzztime (“Buzztime”). Buzztime provides games, promotions, and other services and content through our websites ([buzztime.com](http://buzztime.com) and [buzztime.com/business](http://buzztime.com/business) ), technology platform and devices, mobile applications, and through businesses, networks, mobile devices, and websites operated by our partners (the “**Services**”). By registering for, installing and/or using the Services in any manner, you agree to be bound by these Terms of Service and our [Privacy Policy](#) (together, the “**Terms**”). Please read these Terms fully and carefully before using our Services.

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.

## **ELIGIBILITY**

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, under any circumstances or for any reason, use the Services.

You are solely responsible for ensuring these Terms comply with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. You are not eligible for our promotions if you violate any provision of these Terms, as determined in Buzztime's sole discretion.

## **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 Services.

## 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.
- Maintain the security of your password and identification. 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.

You may unregister/delete your account at any time by submitting a request to [customersupport@buzztime.com](mailto:customersupport@buzztime.com). Buzztime may require additional information from you to verify your account prior to deletion.

## CONDITIONS ON USE OF THE SERVICES

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 (defined below) 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. Without limiting the foregoing, if you provide any information that is inaccurate, not current or incomplete, or Buzztime has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, Buzztime may deny you access to certain Services requiring registration, including

without limitation, disqualify you from promotions, revoke prizes, and/or terminate your account, at its sole discretion.

Subject to certain limitations (e.g., age restrictions), your guest 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 guest (including age requirements).

Furthermore, please be aware that message and data rates may apply when you use any of our mobile applications on your smartphone. You are solely responsible for any costs associated with using the Services on your smartphone.

## **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 SERVICES**

So long as you abide by these Terms and any other applicable rules or guidelines, Buzztime grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license, subject to the limitations in these Terms, to access and use the Services solely for your own non-commercial 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. Without Buzztime's prior written permission, You may not distribute, modify, transmit, download, reuse, re-post, or use the Buzztime Content for public, commercial, or any other purposes except for your own personal use of the Services.

## **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/business/copyright-policy/](http://www.buzztime.com/business/copyright-policy/).

## TRADEMARKS

Brainbuster, Buzztime, Buzztime Entertainment, Buzztime's Smartest Bar, Buzztime Smartest Bar, Countdown, Mobile Playmaker, Playersplus, Playmaker, Predict The Play, Showdown, Six, The Pulse, Tuned In, and Where Are You Thinking Tonight?, are registered trademarks of Buzztime. Ask it Already, Buzztime Shorts, Canada Eh?, Cinema Trivia, Glory Daze, Immortal Words, Jackpot Trivia, Lexitopia, Lunchtime Trivia, Only the Smart Will Survive, Playback, Speed Freaks, Scifiles, Sports Trivia, Spotlight, The Late Shift, and 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 release 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 in connection with your use of the Services will be processed in accordance with our [Privacy Policy](#).

## DISCLAIMER OF WARRANTIES

Buzztime provides our Services using a commercially reasonable level of 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, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

## 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 Services, 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 using the Services; 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.

You may terminate your use of the Services at any time. If you wish to terminate your account on your mobile device, you may do so by removing the application from your device and following the instructions on the application or through the Services. Please email [customersupport@buzztime.com](mailto:customersupport@buzztime.com) for any termination inquiries/questions. On termination, you lose the right to access or use the Services.

All provisions of these Terms which by their nature should survive termination shall survive, including, without limitation, our rights to use User Content, intellectual property provisions, warranty disclaimers, limitation of liability, and indemnity obligations.

## **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 all liabilities, claims, or actions in connection with your use or misuse of, access to, the Services, Buzztime Content, or otherwise from your User Content, violation of these Terms,

or infringement by you, or any third party using your account or identity in the Services, of any intellectual property or other right of any person or entity. Buzztime reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

**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.

**GOVERNING LAW AND JURISDICTION**

You agree that these Terms shall be governed by the laws of the State of California, without regard to conflict of law provisions. You agree that any dispute arising from or relating to the subject matter of these Terms can be litigated only in the federal or state courts in San Diego County, California, USA, and you agree to personal jurisdiction in those courts.

# 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 [customersupport@buzztime.com](mailto:customersupport@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 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 including but not limited to any claim that all or any part of these Terms 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 eGames.com Holdings LLC, 6965 El Camino Real, Suite 105 #517, Carlsbad, CA 92009.

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 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 Services 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 sixty (60) days' notice of any changes to this section by posting on the Buzztime website. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th 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.

## **MODIFICATION**

Except in regards to the mandatory arbitration and class action waiver provision in these Terms, we reserve the right, in our sole discretion, to modify or replace any of these Terms, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Services or by sending you notice through the Services, via email or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms periodically for changes. Your continued use of the Services following notification of any changes to these Terms constitutes acceptance of those changes, which will apply to your continued use of the Services going forward. Your use of the Services is subject to the Terms in effect at the time of such use.

## **MOBILE DEVICE AND APPLICATION**

## **TERMS**

In the event you are accessing the Services via a Buzztime mobile application on a device provided by Apple, Inc. or a Buzztime app obtained through the Apple App Store or Google Play (in either case, an “**application**”), the following shall apply:

- Both you and Buzztime acknowledge that these Terms are between you and Buzztime only, and not with Apple or Google, and that Apple and Google are not responsible for any applications or the Services.
- The application is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services.
- You will only use the application in connection with the device that you own or control.
- You acknowledge and agree that Apple or Google has no obligation whatsoever to furnish any maintenance and support services with respect to the application.
- In the event of any failure of the application to conform to any applicable warranty, including those implied by law, you may notify Apple and Google of such failure; upon notification, Apple’s and Google’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the application.

- You acknowledge and agree that Buzztime, and not Apple or Google, is responsible for addressing any claims you or any third party may have in relation to the application.
- You acknowledge and agree that, in the event of any third party claim that the application or your possession and use of the application infringes that third party's intellectual property rights, Buzztime, and not Apple or Google, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim.
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- Both you and Buzztime acknowledge and agree that, in your use of the application, you will comply with any applicable third party terms which may affect or be affected by such use.
- Both you and Buzztime acknowledge and agree that Apple, Google and all of those companies' subsidiaries are third party beneficiaries of these terms, and that upon your acceptance of these terms, Apple and Google will have the right (and will be deemed to have accepted the right) to



enforce these terms against you as the third-party beneficiary hereof.

## GENERAL

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. 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 these Terms shall not constitute a waiver of such right or provision.

Buzztime shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect. No modification of or addition to these Terms shall be effective unless in writing and signed by an executive officer of Buzztime.

Except as expressly set forth herein, all notices must be sent to the following address:

**Via Certified Mail:**

eGames.com Holdings, LLC

Attn: Legal Dept. (Terms of Service)

6965 El Camino Real, Suite 105 #517

Carlsbad, CA 92009

**Via Email:**

[legal@buzztime.com](mailto:legal@buzztime.com)

Subject: Terms of Service