

# Terms and Conditions of Use

Posted 10/12/2023

Last updated 10/12/2023

## 1. Introduction.

These Terms and Conditions of Use (“Terms”) apply to the use of the Cinema Entertainment Corp., and its subsidiaries and affiliates (“our,” “us,” “we,” or “CEC”), website located at <https://www.cectheatres.com/> or any other websites or application we own (collectively, the “Site”). Access to and use of the Site by any user (“you,” “your,” or “User”) is subject to these Terms, and your continued use of the Site is your consent to be bound by these Terms. From time to time, we may revise these Terms. You can determine when these Terms were last revised by referring to the top of this page. Any changes to the Terms will become effective upon posting of the revised Terms on the internet, accessible through the Site, unless otherwise noted. By continuing to use this Site following such changes, you will be deemed to have agreed to such changes. Access or use of the Site is void where prohibited by applicable law, and the Site is not intended for and must not be used by persons under the age of 13. By accessing or using the Site, you represent that you are at least 13 years of age. IF YOU DO NOT AGREE WITH THESE TERMS, OR ARE UNDER THE AGE OF 13, DO NOT ACCESS OR OTHERWISE USE THE SITE, THE SERVICES, OR ANY INFORMATION CONTAINED THROUGH THE SITE.

## 2. Use.

**a.** Our Site is for your personal and non-commercial use. You agree not to use or permit third parties to use the Site for any illegal purpose, or to achieve any kind of unauthorized access, such as to any computer systems, software, data, real, personal, or violate any intellectual property rights or privacy rights of any third party. You agree not to interfere with other Users’ use of the Site or disrupt the network, connectivity, infrastructure, or other services whether provided directly by CEC or through CEC suppliers, vendors, or contractors. CEC authorizes your use of the Site subject to the terms of these Terms. This authorization is nontransferable.

**b.** You shall access and use the Site ONLY: a) as permitted by, and in accordance with the obligations under these Terms; b) for its intended purposes; c) in a reasonable manner for you own purposes; d) in a manner that does not violate any intellectual property right of CEC or any third party; e) for legitimate and lawful purposes; and f) as permitted by law. You shall not alter, modify, tamper with, make derivative works from, license, distribute, rent, lend, publish, reverse engineer, decode, re-sell, export, sublease, or attempt to derive the source code of or reproduce the Site. You shall take all reasonable action necessary to stop the violation or threatened violation of these Terms.

**c.** If CEC determines that a breach of these Terms has occurred, then CEC may, in its sole discretion, and without liability: (i) restrict Users’ access to the Site; (ii) remove or require removal of any offending content; and/or (iii) exercise other rights and remedies, at law or in equity. Except in an emergency, as deemed necessary by CEC or as may otherwise be required by law, before undertaking the actions in this section, CEC will attempt to notify User by any reasonably practical means under the circumstances. User will promptly notify CEC of any event or circumstance related to these Term, User’s use of the Site, or content of which User

becomes aware, that could lead to a claim or demand against CEC, and User will provide all relevant information relating to such event or circumstance to CEC at CEC's request.

### **3. Content; Intellectual Property Rights; Prohibited Actions.**

a. If you establish a personal account with us through use of a third-party vendor, or provide any information to us through the Site, you agree to provide true and accurate data about yourself, and to update and keep such data current.

b. If you establish an account, you will receive a password and account upon completing the registration form. You are solely responsible for maintaining, and obligated to keep, the confidentiality of your password and account, and you are solely responsible for all use of your password or account, whether authorized by you or not. You shall not allow other persons access to or use of your account or your username or password. You shall not post your username or password on any website nor transmit it through unsecured sites. You agree to (a) immediately notify CEC of any unauthorized use of your password or account or any other breach of security and (b) ensure that you exit from your account each time you use the Site. Access and use of password-protected and/or secure areas of the Site is restricted to users who have been provided a valid account. We may terminate your membership and access to the Site if we learn that you have provided us with false or misleading registration data. If we feel your username and password are insecure or otherwise problematic, we may require you to change it or terminate your account.

c. You will not provide through the Site, to CEC, or through any CEC third-party vendor contact, any content that does or contains any of the following:

- i. fraudulent, false, deceptive, or misleading information;
- ii. any material that is defamatory, pornographic, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- iii. promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- iv. infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- v. violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms or our Privacy Policy;
- vi. promotes any illegal activity, or advocates, promotes, or assists any unlawful act;
- vii. involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or
- viii. gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

d. Unless otherwise specified in these Terms, all information, designs, text, graphics, pictures, video, applications, software, music, sound and other content (collectively, "CEC Content"), together with the user interface, and the selection and arrangement of the Site, are the proprietary property of CEC and our subsidiaries and affiliates. We provide content through the Site that is protected by United States copyright or contains protectable trademarks of CEC or our third-party licensors and suppliers.

#### **4. License.**

Subject to these Terms, CEC grants to you a revocable, limited, personal, non-exclusive, and non-transferable license to use, view, print, display, and download CEC Content for the sole purpose of viewing them on a stand-alone personal computer or mobile device and to use the Site for your personal use. You may not remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on, or in conjunction with, the CEC Content. Except for the foregoing license and as otherwise required or limited by applicable law, you have no other rights in the Site or any CEC Content and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Site or CEC Content in any manner or for any purpose that would constitute infringement of our, our licensors' or the Service's other user's intellectual property rights. All rights not expressly granted herein are reserved. Any unauthorized use of CEC Content or violation of this provision is a material breach of these Terms and may be a violation of applicable law. If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed CEC Content.

#### **5. Termination of Access.**

CEC has no obligation, but maintains the right, to monitor the Site. We reserve the right to terminate access to your account and your ability to use this Site with or without cause and with or without notice, for any action that we determine is inappropriate or disruptive to this Site or to any other User of the Site. We may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, we will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the internet, which may include disclosing any information we obtain. In addition, we may disclose information we obtain as necessary or appropriate to operate or improve the Site, to protect CEC and/or our Site Users, or for any other purpose that the law permits.

#### **6. Purchases.**

All purchases through the Site, for movie tickets, gift cards, or any other item, are provided through third-party vendors of CEC. Such purchases are subject to the third-party vendor's terms and conditions and privacy policies. CEC recommend Users review the third-party vendor's terms and conditions and privacy policies prior to making any purchases. YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITES AND/OR DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

#### **7. Privacy Policy.**

Besides these General Terms, we also publish a Privacy Policy. Your use of the Site and any information provided by you or gathered by CEC or third parties during any visit to the Site is governed by the Privacy Policy, which is found on the Site and incorporated by this

reference. You agree to CEC's collection and use of your information as set forth in the Privacy Policy.

#### **8. Electronic Communications.**

When you use the Site or send emails to us, you are communicating with us electronically. By using the Site, you consent to receiving electronic communications, including electronic notices, from us. These electronic communications may include notices about applicable fees and charges, transactional information, receipts for purchases and other information concerning or related to the Site. These electronic communications are part of your relationship with us, you agree that all notices, agreements, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

#### **9. Use by Children.**

The Site is prohibited for use by children under 13, and thus all users must be at least 13. If you are under 18, you shall use the Site only with involvement and permission of a parent or guardian.

#### **10. Third-Party Vendors.**

The Site may link to other websites that are not websites controlled or operated by us. Certain areas of the Site may allow you to interact and/or conduct transaction with third-parties. Your navigation to and participation in promotions, your purchase of, payment for and delivery of goods or services, if any, and any terms and conditions, warranties, or representations related to such promotions or your purchase of goods and services with third parties found on or accessible through the Site are solely between you and the third party. Advertisements and other information provided by third-parties found on or made available through the Site are provided solely for your convenience and should not be construed as an endorsement by CEC of the materials, goods or services provided, or made available, by the third parties. YOU AGREE THAT CEC WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITES AND/OR DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

#### **11. Site Provided As Is.**

YOUR USE OF THE SITE IS AT YOUR OWN RISK. The Site content has not been verified or authenticated in whole or in part by us and may include inaccuracies or typographical or other errors. We do not warrant the accuracy or timeliness of the Site content. We have no liability for any errors or omissions in the Site content, whether provided by us, our licensors, or suppliers, or other Users.

CEC PROVIDES THE SITE "AS IS" AND CEC DOES NOT PROVIDE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND RELATING TO THE SITE OR CEC CONTENT, EXPRESS OR IMPLIED, STATUTORY OR OTHER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ALL WARRANTIES WHICH ARISE FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, USER ACKNOWLEDGES AND AGREES THAT NO TECHNOLOGY IS FOOLPROOF OR IMMUNE FROM ATTACK. CEC CANNOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE SITE, OR ANY RESULTS OR USE THEREOF WILL OPERATE WITHOUT INTERRUPTION, SECURELY, ERROR FREE, WITHOUT DEFECT, FREE OF HARMFUL CODE, THIRD PARTY DISRUPTION OR THAT CEC WILL CORRECT ALL DEFECTS. IN ADDITION, USER UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH CEC WILL NOT BE HELD LIABLE.

No statement or writing of any representatives, suppliers, or vendors of CEC will create any warranty whatsoever not expressly set forth in these Terms.

## **12. Indemnification.**

**a.** You release, and will defend, indemnify and hold CEC, its subsidiaries and affiliates, and its officers, directors, employees, agents, successors and assigns (“Indemnified Parties”), harmless from and against all claims or causes of actions, and any liabilities, obligations, judgments, fines, costs and expenses (including reasonable attorneys' and expert witnesses' fees and costs) incurred by us or any other Indemnified Party due to a claim or cause of action (“Claim”) arising out of or alleged to arise out of (a) any breach of these Terms by you, (b) your use of the Site, your download, installation and use of any mobile application (if applicable), and your contributions and conduct on the Site, (c) the use by any other person using the Site through your account, (d) the content you post or otherwise make available on the Site, (e) any infringement claims against you. You further agree to pay our reasonable attorneys' and expert witnesses' fees and costs arising from any actions or claims by third parties and those incurred in establishing whether this section applies.

**b.** If you are obligated to indemnify any of the Indemnified Parties, an Indemnified Party may, in its sole and absolute discretion, control the defense and disposition (including its possible settlement) of any Claim at your sole cost and expense. Without limitation of the foregoing, you will not settle, compromise or in any other manner dispose of any Claim without the written consent of the Indemnified Party.

## **13. Limitation of Liability.**

IN NO EVENT WILL CEC OR ANY OF OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR THE LIKE), WHETHER FORESEEABLE OR UNFORSEEABLE, ARISING OUT OF YOUR USE OR INABILITY TO USE THE SITE OR CEC CONTENT, REGARDLESS OF THE BASIS OF THE CLAIM, INCLUDE IF WE OR ONE OF OUR REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CEC’S AGGREGATE LIABILITY TO YOU IN

CONNECTION WITH THE SITE OR THESE TERMS EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO CEC IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE LIABILITY. CEC SHALL NOT BE RESPONSIBLE FOR, OR HAVE ANY LIABILITY FOR, ANY ACTIONS, OMISSIONS, OCCURRENCES, INJURIES OR DAMAGES THAT OCCUR ON OR NEAR ANY CEC THEATER OR OTHER LOCATION, OR IN CONNECTION WITH ANY SERVICE OR PRODUCT, TICKETED OR MADE AVAILABLE THROUGH CEC'S SITE.

#### **14. Governing Law; Venue.**

**a.** These Terms and the relationship between CEC and User shall be governed by the laws of the U.S. and the State of Minnesota without regard to its conflicts of law provisions. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country in which you reside.

**b.** Any action or proceeding arising from, relating to or in connection with these Terms will be brought exclusively in the federal or state courts located in the State of Minnesota, and you consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

#### **15. Dispute Resolution.**

If a dispute arises out of or relates to these Terms or the Site, the User agree to engage with CEC management in direct discussions in a good faith to attempt to resolve the dispute. If a resolution cannot be reached through such discussions, the parties agree to engage in nonbinding mediation to attempt to resolve the dispute. If mediation fails, the dispute will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in an agreed upon location in the State of Minnesota. The arbitrator's decision will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to award relief in excess of what these Terms provide. All claims shall be arbitrated individually. User shall not bring or join any class action of any kind in court, arbitration or otherwise. Nothing in this Section shall prohibit either party from seeking injunctive relief from any authority authorized by law to grant it. This Section does not prohibit CEC from enforcing any claim for payment in any court or other forum. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL ARISING OUT OF THESE TERMS OR USE OF THE SITE.

#### **16. Termination.**

In its sole and absolute discretion, with or without notice to you, CEC may suspend or terminate your use of and access to the Site, terminate your account (if any) and/or remove and discard anything transmitted by you, or information stored, sent, or received via the Site without prior notice and for any reason, including, but not limited to: (i) concurrent access of the Site with identical user identification, (ii) permitting another person or entity to use your user identification to access the Site, (iii) any unauthorized access or use of the Site, (iv) any violation of these Terms, (v) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Site, or (vi) abuse, deception or fraudulent behavior.

Such suspension or termination may include, but not be limited to, suspension or termination of access or rights to receive any content. You may terminate your account for any reason by emailing CEC at [It@cectheatres.com](mailto:It@cectheatres.com). CEC shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Site. Termination, suspension, or cancellation of your access rights and use of the Site shall not affect any right or relief to which CEC may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to CEC.

## **17. Miscellaneous.**

a. Assignment. CEC may freely assign our obligations and rights under these Terms. You may not assign your rights or obligations under these Terms without our written consent.

b. Force Majeure. CEC shall not be liable for or be in breach of these Terms for failure or delay in performance to the extent caused by circumstances beyond the CEC's reasonable control. Such circumstances include, but are not limited to, acts of God, flood, fire, earthquake, war, terrorism, strikes or other labor or industrial disturbances, war, epidemic, pandemic, cyberattacks that could not have been reasonably prevented, internet or other system or network outages that could not have been reasonably prevented, governmental action, or interruption of, delay in, or inability to obtain on reasonable terms and prices adequate power, telecommunications, transportation, raw materials, supplies, goods, equipment, Internet or other services.

c. Severability. If any provision of these Terms is found invalid or unenforceable by a court of competent jurisdiction, you agree that every attempt will be made to give effect to the parties' intentions as reflected in that provision to the extent permitted by applicable law, and such finding will not affect the balance of these Terms, which will remain valid and enforceable.

d. Headings; No Waiver. Headings are for convenience only and are not part of these Terms. Any section of the Terms that by its nature is designed to survive completion, expiration, or termination shall so survive. No failure, omission, or delay of CEC at any time to exercise any right under these Terms or require performance by User of any provisions of these Terms, will in way affect CEC's right to require performance of that provision nor be construed as a waiver of any CEC right under these Terms.

e. Entire Agreement. These Terms constitute the entire understanding between the parties relating to the subject matter thereof and supersede and replace any and all prior discussions, agreements, understandings, promises, and representations whatsoever, whether oral or written, express or implied, between the parties. Except as expressly stated herein, no modification of or amendment to these Terms will be effective unless expressly authorized by CEC.

f. Notice. Any notice required or permitted to be given to CEC in accordance with these Terms shall be properly addressed if sent follows:

- i. Cinema Entertainment Corp.  
1621 Division Street  
Waite Park, MN 56387