

TERMS OF USE

O'Neil Cinemas ("O'Neil", "we", "our", or "us") has adopted these Terms of Use (these "Terms") in order for each visitor to our website (or a mobile version thereof) (the "Website") and each user of one of our mobile applications (together, the Website and the mobile applications will be referred to as the "Services"), knows what to expect from your visit to or use of the Services.

Acceptance of Terms. PLEASE READ THESE TERMS CAREFULLY. By accessing, using, viewing, transmitting, caching, storing, or otherwise utilizing the Services, you acknowledge that you have read and understand these Terms, and that you accept and agree to all the Terms as set forth below. If you do not agree to these Terms, you must exit and refrain from using the Services immediately.

Modification. We reserve the right to change the Terms at any time without notice. You are responsible for keeping apprised of the current Terms; thus, we encourage you to check the Terms periodically. Any changes or updates will be effective immediately upon the posting of the revised Terms to the Services. Your continued use of the Services constitutes your acceptance of any revised Terms. Notwithstanding the foregoing, we will endeavor to provide notice of any material changes to the Terms by posting notice on the Services.

Permitted Users. We do not specifically target the Services and its applications to children under 13 years old. If you are under the age of 13, you should only use the Services and applications under the supervision of a parent or guardian.

Scope of Use. You may only use the Services for your personal and informational use. You agree that your use of the Services shall comply with all applicable laws, rules, and regulations. Further, you agree to only use the Services for legitimate purchases of products/services offered by us through the Services, and not for any other purpose, including without limitation, impermissibly posting or assigning on third party websites or making speculative, false, or fraudulent purchases. You will not post abusive, harassing, harmful, or otherwise objectionable material of any kind onto the Services. You agree you will not use any robot, spider, or other technology to copy the Services or its contents, unless we grant you express written permission. You also agree to not transmit any files or materials to the Services with any viruses, worms, malware, files, or

programs that could damage, interfere with, destroy, or limit the functionality of the Services.

Mobile Services. The Services includes our mobile applications, and certain functionality available via your mobile device, such the ability to browse the Website from your mobile device (collectively, the "Mobile Services"). While we do not charge for the Mobile Services, your wireless carrier's normal Internet access, messaging, data, and other rates and fees will still apply. Please note that we will receive certain information about your use of the Mobile Services through our communications with your mobile device and will handle such information in accordance with our privacy policy.

Third Parties. Third party content may be accessible to you through the Services, including through links to other websites. The Terms will no longer apply once a link or advertisement on the Services to visit another website is opened. Because we have no control over such third party sites, you agree that we do not endorse any third party site and are not responsible for the availability or content of such sites. If you navigate to any third party sites from the Services, you do so at your own risk and may be subject to the terms and conditions of such sites. We do not assume any responsibility or liability with respect to any contact you may have with third parties or their websites.

Intellectual Property. Unless expressly stated otherwise, the content on the Services is the property of O'Neil, its licensors, or suppliers. Such content includes, but is not limited to, text, graphics, images, logos, trademarks, applications, icons, user interface, and the arrangement of the Services. The Services include and make reference to materials subject to trademarks, patents, trade secrets, and other proprietary rights of O'Neil, its affiliates, licensors, and/or suppliers. No license or right to that material is granted to you by your use of the Services. Your use of this protected content, including any modification, reproduction, distribution, sale, or circulation, for any non-personal purpose, is prohibited.

At Your Sole Risk. By using the Services, you agree to assume all risk of loss that may arise or be associated with such use. The Services and all related materials, information, software, and service are provided "as-is" and "as available." WE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARDS TO THE SERVICES OR YOUR USE THEREOF, including, but not limited to, implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. We make no warranties that the Services will be available, adequate, accurate, reliable, uninterrupted, complete, or error-free, or that the Services will be free of viruses, malware, or other material that may be harmful. We are not responsible for any damages to your computer or any other device resulting from your use of the Services.

Limitation of Liability. You acknowledge that you pay no fees to us for the use of the Services. Therefore, you hereby waive any claims against us arising out of or in any way connected to your use of the Services. Under no circumstances will we be liable for any direct, indirect, exemplary, incidental, consequential, special, punitive, or similar damages arising, directly or indirectly, out of your access, use, or inability to use the Services, even if we had been advised of the possibility of such damages or the damages were foreseeable. If you are dissatisfied with Services, your sole and exclusive remedy is to discontinue use of the Services.

Electronic Communication. The Services offer opportunities for you to communicate with us electronically. By using any of the Service's communication features, you consent to receive electronic communications from us. We will communicate with you using only contact information you voluntarily provide.

Termination of Access. We reserve the right, without notice, to block your email or IP address for any reason if we believes you have breached any of these Terms.

Governing Law/Choice of Forum. These Terms and any dispute arising out of or related to these Terms or your use of the Website shall be governed, construed, and enforced in accordance with the laws of the State of New Hampshire, without regard to conflicts of laws of any jurisdiction.

You agree that all controversies and claims brought by you or by us that arise out of these Terms or your use of the Services shall be submitted for arbitration before the American Arbitration Association pursuant to the Commercial Dispute Resolution Procedures and the Supplemental Procedures for Consumer Related Disputes. The place of the arbitration shall be Concord, New Hampshire. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

WHETHER THE CLAIM PROCEEDS IN ARBITRATION OR COURT, YOU AND O'NEIL AGREE TO WAIVE ALL RIGHTS TO BRING OR PARTICIPATE IN ANY CLAIMS AGAINST EACH OTHER THAT IS PART OF A REPRESENTATIVE OR CLASS ACTION PROCEEDING.

Privacy. We are committed to protecting your privacy. Our privacy policy is available at <https://oneilcinemas.com/privacy-policy/>. The privacy policy is part of these Terms and is incorporated herein by reference.