

## **GENERAL TERMS**

Nexus Cinema Dining, LLC and its affiliates (collectively, “Nexus Cinema Dining”, “we”, “us” or “our”) have adopted the following terms and conditions of use (the “General Terms”) in order for each visitor (“you”) to enjoy a visit to [nexuscinemadining.com](http://nexuscinemadining.com) or the mobile version thereof (the “Site”), enjoy the use of our mobile application, or both (the Site and the mobile application will be collectively referred to as the “Service”), and to ensure you know what to expect from your visit to or use of the Service.

### **Agreement ~ Acceptance of Terms ~ Modification**

Unless we agree otherwise in writing, your contract with us always includes the General Terms. Your contract with us will also include any additional terms applicable to the mobile application, use of the Site or other aspect of the Service you visit or use (e.g., loyalty program or sweepstakes rules) (“Additional Terms”). Where Additional Terms apply to a particular aspect of the Service, you will be able to access and read the applicable Additional Terms within or through your use of that aspect of the Service. If there is a conflict between the General Terms and the Additional Terms, the Additional Terms will control. The General Terms and Additional Terms (collectively, the “Terms”) form the legal and binding contract between you and us. PLEASE READ THE TERMS CAREFULLY AS THEY REPRESENT A LEGALLY BINDING CONTRACT BETWEEN YOU AND NEXUS CINEMA DINING. BY VISITING OR USING THE SERVICE, YOU INDICATE THAT YOU HAVE READ, UNDERSTAND AND AGREE THAT YOU ARE BOUND BY THESE TERMS. **If you do not agree to be bound by all of these terms, do not use this service.** Please also review our Privacy Policy.

We reserve the right, in our sole and absolute discretion, to modify the Terms or any other policies and guidelines applicable to the Service at any time and from time to time and without notice. No modification of the Terms by any party other than NEXUS CINEMA DINING will be enforceable against NEXUS CINEMA DINING unless expressly agreed to by NEXUS CINEMA DINING in writing. If we exercise this right, we may communicate the modification by any means we deem necessary and/or acceptable, such as email, push notifications through the Service, posting notice on the Service or otherwise generally publishing the modification. At the bottom of the Terms, the date of the latest revision will be included, which date is a courtesy only and by no means shall its inclusion or omission ever be deemed material in any respect. Your continued use of the Service after any modification constitutes your acceptance of the modified Terms. As a result, you should review these Terms whenever you visit the Site or use the Service to see if these Terms have been modified or changed.

### **Eligibility**

Access or use of the Service is void where prohibited by applicable law. The Service is not intended for children under the age of 13 years of age without parental consent and supervision. By accessing or using the Service, you represent that you are at least 13 years of age or that you have obtained parental consent.

### **Electronic/Email Communications**

When you use our Service or send an email to us, you are communicating with us electronically. Your use of the Service or your communication with us via email will be deemed your consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Service. You agree that all agreements, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

## **NEXUS CINEMA DINING Content**

Unless otherwise stated, Nexus Cinema Dining and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution.

Any unauthorized use of NEXUS CINEMA DINING Content or violation of this provision is prohibited, is a material breach of the Terms and may be a violation of applicable law. Nothing in these Terms is to be construed as transferring or licensing any of NEXUS CINEMA DINING's intellectual property rights to you, implied or otherwise.

## **Limited License**

NEXUS CINEMA DINING grants you a personal, non-commercial, nonexclusive, nontransferable, non-assignable, revocable, limited license to view, copy, print and distribute NEXUS CINEMA DINING Content only for your personal, noncommercial use; however, you may not remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on, or in conjunction with, the NEXUS CINEMA DINING Content. You also agree that you will not: (i) use the Nexus Cinema Dining Content in a manner that suggests an association with any of our products, services or brands; (ii) make modifications to the Nexus Cinema Dining Content; (iii) allow, aid, abet, or encourage any third party (whether or not for your benefit) to: (a) copy or adapt the object code; or (b) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Service creates to generate its content or any software or other products or processes accessible through the Service; and (iv) insert any code or product to manipulate the Nexus Cinema Dining Content in any way that affects any user's experience.

## **Mobile Services**

The Service includes our mobile application and certain functionality available via your mobile device, such as the ability to browse the Site from your mobile device (e.g., view show times, theatre information, and movie information such as one-sheet posters, synopses, cast/crew listings and trailers) (collectively, the "Mobile Services"). At this time, we do not charge for the Mobile Services. However, your 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.

Please note that your request to opt out of receiving marketing communications will only apply to future communications and transactions with NEXUS CINEMA DINING and its service providers. Even if you choose to opt out of receiving marketing communications from NEXUS

CINEMA DINING, NEXUS CINEMA DINING will still send you transactional or administrative communications.

### **User Accounts ~ Personal Conduct**

Use of the Mobile Services or other functionality available through the Service may require that you create an account with us. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by us or any other user of the Service due to someone else using your password or customer account. You may not use anyone else's password or customer account. You may not attempt to gain unauthorized access to the Service, and if you attempt to do so, or assist others in making such attempts, then we may terminate your account. You agree to provide us with accurate information about yourself as prompted by the registration process, and update that information to keep it current.

You must not (a) select or use an account name or use the contact information email address of another person, including address and telephone numbers, with the intent to impersonate that person; (b) select or use an account name or use an email address or telephone number that is subject to the rights of another person without authorization; (c) use an account name in violation of the intellectual property rights of any person; or (d) use an account name that we, in our sole discretion, deem offensive.

Any of your conduct that restricts or inhibits any other visitor from using or enjoying the Service, as determined by NEXUS CINEMA DINING, in our sole and absolute discretion, will not be permitted. You agree to use the Service only for lawful purposes. You are prohibited from posting on or transmitting through the Service any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, pornographic, profane, hateful, fraudulent, racially, ethnically, or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. No unauthorized advertisements, pornographic materials, or junk mail is permitted.

### **Purchases**

You agree that all purchases made by you through the Service are subject to the terms applicable to those purchases, including without limitation the purchase of movie tickets.

The purchase of a single ticket is for a single event or viewing on a designated day, at a designated time and in a designated theatre. The holder of the ticket agrees to obey the rules of NEXUS CINEMA DINING, which may be changed from time to time and at any time by NEXUS CINEMA DINING, in its sole and absolute discretion. NEXUS CINEMA DINING may evict any person from its Theatre whose behavior is inappropriate or not in keeping with the general and dignified character of NEXUS CINEMA DINING, as judged by NEXUS CINEMA DINING, in its sole and absolute discretion. The holder of the ticket is strictly prohibited from entering NEXUS CINEMA DINING or any of the Theatres located therein, with any outside food, alcoholic beverages, illegal substances, cameras, tape recorders, video recorders or other recording devices. Smoking is strictly prohibited. The holder of the ticket voluntarily assumes all risks of injury, loss, liability or damage arising from or in any way related to, directly or indirectly, the attendance of the holder at any event or viewing for which the ticket has been issued and fully and unequivocally releases Nexus Cinema Dining, LLC, its affiliates, and all their respective officers, directors, members, managers, employees, agents, successors and assigns from all liability therefore. ***Tickets are not available for purchase 15 minutes after the start of the show (i.e., 15***

*minutes after the start of the show, tickets will not be sold). There are no refunds for tickets purchased online.*

***NO EXCEPTIONS. Online ticketing fees are nonrefundable in all instances. Tickets only valid for day, time and movie purchased. In the rare situations when a show is cancelled, you will be entitled to a comp for a future show/movie.***

### **User Content / Right to Monitor**

Use of the Service will allow you to post comments, recommendations and other statements through external social networks and similar third party websites, such as Facebook, Twitter, Instagram, and Google Plus (all such statements hereinafter collectively referred to as “User Content”). The opinions expressed as a part of User Content are the views of the user posting the message and do not reflect NEXUS CINEMA DINING’s opinions. NEXUS CINEMA DINING does not endorse, support, sanction, encourage, verify or agree with the User Content posted on the Service. NEXUS CINEMA DINING is not responsible for the materials posted by users.

You represent that your User Content does not misappropriate or infringe upon a third party’s intellectual property rights (including, but not limited to, copyright, trademark, trade secret or other proprietary rights), violate the privacy or publicity rights of a third party, or contain defamatory or otherwise unlawful material. You represent, understand, acknowledge and agree that your User Content is not confidential. You also acknowledge and agree that your relationship with Nexus Cinema Dining is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any User Content does not place Nexus Cinema Dining in a position that is any different from the position held by members of the general public, including with regard to your User Content. None of your User Content will be subject to any obligation of confidence on the part of Nexus Cinema Dining.

Although NEXUS CINEMA DINING does not claim ownership of User Content, by posting any User Content to a public area of the Service, you automatically grant NEXUS CINEMA DINING a worldwide, non-exclusive, perpetual and irrevocable, freely transferable and sub-licensable (through multiple tiers), royalty free right and license to use, copy, create derivative works from, distribute, publicly perform, and publicly display your User Content, in whole or in part, via the Service or otherwise, for any purpose. You also represent that you have the right and authority to grant such a license.

NEXUS CINEMA DINING has the right, but not the obligation, at any time and from time to time, to monitor the User Content posted on the Service to determine compliance with these Terms and any other operating guidelines or policies established by us. We have the right, but not the obligation, at any time and from time to time, in our sole and absolute discretion, to edit, refuse to post or remove any User Content submitted to or posted in the public areas of the Service. Without limiting the foregoing, we have the right to remove any User Content that we, in our sole and absolute discretion, find to be in violation of these Terms, our guidelines and/or policies, not in keeping with the general and dignified character of NEXUS CINEMA DINING, or otherwise objectionable. *Notwithstanding these rights, you are solely responsible for your User Content.*

***THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH ACCESS AND USE OF THE SERVICE OR ANY CONTENT MADE AVAILABLE AT THE SERVICE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT NEXUS CINEMA DINING IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE, ILLEGAL OR OTHERWISE QUESTIONABLE OR OBJECTIONABLE CONDUCT OF USERS OR THIRD PARTIES.***

## **LIMITATION OF LIABILITY**

NEXUS CINEMA DINING, or any of our or their respective directors, officers, members, managers, employees, agents, successors or will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if NEXUS CINEMA DINING has been expressly advised of the potential loss.

You acknowledge that no fees are paid to NEXUS CINEMA DINING for the use of this service. Your sole remedy for dissatisfaction with any portion of the Service is to stop using the Service.

## **Indemnification**

You release, and will defend, indemnify and hold us and our officers, directors, members, managers, employees, agents, successors and assigns, 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 such a claim or cause of action arising out of (a) any breach of these Terms by you, (b) your visit of the Site, your download, installation and use of any Mobile Service, and your use of and conduct at the Service, (c) the use by any other person using the Service through your account, or (d) the User Content you post or otherwise make available on the Service. You further agree to pay our reasonable attorneys' fees and expert witnesses' fees and all costs arising from any actions or claims by third parties as well as those incurred in establishing whether this section applies.

## **Waiver of Class Action & Waiver of Jury Trial**

REGARDLESS OF WHETHER A CLAIM PROCEEDS IN ARBITRATION OR IN COURT, YOU AND WE WAIVE ALL RIGHT TO BRING OR PARTICIPATE IN ANY CLAIM AGAINST EACH OTHER THAT IS PART OF A REPRESENTATIVE OR CLASS ACTION OR PROCEEDING.

YOU UNDERSTAND THAT BY AGREEING TO THE FOREGOING DISPUTE RESOLUTION PROVISIONS, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL IN THE EVENT OF ARBITRATION. Any Claim that is not subject to the arbitration provisions contained in these Terms will proceed in the state and federal courts of Ohio. You hereby submit to personal jurisdiction and venue in Ohio. You hereby waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Ohio. Unless otherwise prohibited by applicable law, any Claim must be brought no later than one year after the date on which the Claim arose or accrued.

## **Arbitration**

You agree that any claim brought by you or by NEXUS CINEMA DINING arising out of or related to these Terms (regardless of the form of the claim, whether sounding in contract, tort, alleged statutory violation, or some other theory) (a "Claim") must be submitted to binding arbitration ("Arbitration") before a one-member panel of the American Arbitration Association ("AAA")

pursuant to the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (“AAA Rules”) (to the extent the AAA Rules are consistent with these Terms). The panel member will be reasonably acceptable to both parties. If you and we cannot reasonably agree to a single panel member, the AAA will unilaterally appoint the panel member. The panel member may conduct the Arbitration by telephone, online, by written submissions, or any combination of the foregoing, as determined by the panel member. The Arbitration will be conducted under the Federal Arbitration Act (“FAA”) and will be governed by Ohio law, regardless of choice of law principles. The panel member may award any form of individual relief, including injunctions, to the extent consistent with these Terms.

### **Right to Modify/Suspend/Discontinue/Terminate**

We may charge a fee for parts of the Service that may have been previously provided at no charge, or we may modify, suspend or discontinue all or any part of the Service, temporarily or permanently, at any time. We are not liable to you or to any third party for any modification, suspension or discontinuance of the Service or your access of the Service.

NEXUS CINEMA DINING has the right (but not the obligation), at any time and from time to time, in its sole and absolute discretion, to block your email or IP address or otherwise terminate your access or use of the Service (or any part thereof), immediately and without notice, and remove and discard your User Content within the Service, for any reason, including, without limitation, if NEXUS CINEMA DINING believes that you have acted inconsistently with the letter or spirit of these Terms. Moreover, your right to use the Service terminates automatically if you fail to comply with these Terms. No notice is required from us to effect such termination.

Additionally, we may terminate these Terms at any time and for any reason and may give you notice of such termination by any means (but we shall be under no obligation to do so), such as email, push notifications through the Service, posting notice on the Site or otherwise generally publishing such termination. Upon termination, you must stop using the Service. Rights and obligations under these Terms which by their nature should survive will survive and remain in effect after any termination or expiration of the Terms.

### **Violation of Terms**

If you are aware of any violation of the Terms, kindly provide NEXUS CINEMA DINING notice by sending an email to [ticketing@nexuscinemadining.com](mailto:ticketing@nexuscinemadining.com).

### **Notification of Copyright Infringement Claims**

NEXUS CINEMA DINING has adopted the following policy for responding to allegations of copyright infringement that comply with applicable intellectual property laws, including the Digital Millennium Copyright Act. If you believe that your work has been used in a way that constitutes copyright infringement, please submit your request for review of the alleged infringement in one of the following ways:

VIA EMAIL: [ticketing@nexuscinemadining.com](mailto:ticketing@nexuscinemadining.com)

VIA CERTIFIED MAIL OR NATIONALLY RECOGNIZED OVERNIGHT COURIER:  
Nexus Cinema Dining, Attn.: Owner, 7070 Bruns Dr, Mobile, AL 36695

Please provide the following information in your request: (a) a description of your copyrighted work that you claim has been infringed; (b) a description of the material on the Service that you claim is infringing upon your work, with enough detail so that we may locate it on the Service; (c) your statement that you have a good faith belief that the use you have identified is not authorized by the copyright owner, its agent, or the law; (d) your statement, under penalty of perjury, that (1) the information in your notice is accurate and complete, and (2) that you are the

owner of the copyrighted work involved or that you are authorized to act on behalf of the owner of the copyrighted work; (e) your address, telephone number, and email address; and (f) your physical or electronic signature. You may also include any other information or documentation that you deem necessary in our review of such request.

In accordance with the Digital Millennium Copyright Act, we will review your request and take appropriate action and measures, as we determine in our sole and absolute discretion. Appropriate action may include, but will not be limited to, editing or removing the allegedly infringing material, and the termination of the accounts of users who infringe upon the intellectual property rights of others.

### **Nexus Football and Non-Film Event Policies**

Purchasing a food & beverage voucher entitles the guest to reserve a seat for the scheduled event. Vouchers can be used anytime and are non-refundable. Once purchased the food and drink vouchers can be picked up anytime at our ticket counter the day of the event or after. Vouchers can be used to purchase food and beverage only. Seats reserved during the food voucher purchase are only guaranteed up until the start time of the event. Guests who show up after the start time of the event can check for seat availability when they arrive. If there are no seats available in the event venues the guest(s) can be directed to one of the other venues to watch the event.

Guests are as to exit the event theater within 10 minutes of the event ending so the theater can be cleaned and ready for the next event. If an event runs late Nexus reserves the right to direct guests to an alternate venue until their reserved seat is available. Nexus is not responsible for changes to the game schedule that are outside of our control and we reserve the right to adjust the schedule for event venue as needed.

### **Nexus Gift Card Policies**

All gift card sales are final, no refunds available. Nexus gift cards can be used as payment for purchases made at Nexus Cinema Dining. Present this card at our ticket counter to redeem for payment; this card cannot be used for online ticket purchase. Unused value remains on card and cannot be redeemed for cash. Present this card at our ticket counter to check the remaining card balance. Treat this card like cash, Nexus Cinema Dining is not responsible for lost, stolen or damaged cards.

### **Nexus Food & Beverage Voucher Policies**

All food & beverage vouchers sales are final, no refunds available. Nexus food & beverage vouchers can be used as payment for food & beverage purchases made at Nexus Cinema Dining. Present this card at our ticket counter to redeem for payment, this card cannot be used online or to purchase movie tickets. Unused value remains on card and cannot be redeemed for cash. Present this card at our ticket counter to check the remaining card balance. Treat this card like cash, Nexus Cinema Dining is not responsible for lost, stolen or damaged cards.