

Terms and Policies

These Booking Zone Terms and Policies (the “Booking Zone Terms and Policies”) were last updated on: December 23, 2021. When we say “our”, “us”, “we” or “Booking Zone” in these Booking Zone Terms and Policies, we mean Booking Zone Inc. These Booking Zone Terms and Policies apply to websites and applications operating under the Booking Zone brand or other brands that we own, as well as those of our websites, applications, emails and other communications that link to or reference these Booking Zone Terms and Policies, or the other services provided through any of these means (the “Services”).

From time to time, we may revise these Booking Zone Terms and Policies. You can determine when these Booking Zone Terms and Policies were last revised by referring to the top of this page. Any changes to the Booking Zone Terms and Policies will become effective upon posting of the revised Booking Zone Terms and Policies on the Internet, accessible through Services, unless otherwise noted. By continuing to use Services following such changes, you will be deemed to have agreed to such changes. If you do not agree with the terms of these Booking Zone Terms and Policies, as they may be amended from time to time, please do not make purchases from Booking Zone or continue using the Services. To the extent that an arbitrator or court of applicable jurisdiction determines that applying any changes to these Booking Zone Terms and Policies would render this an illusory or unenforceable contract, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the date of such changes.

The Booking Zone Terms and Policies consist of:

- [Privacy Policy](#)
- [Terms of Use](#)
- [Booking Policy](#)

NOTICE OF ARBITRATION PROVISIONS:

All the above Terms and Policies and your use of the Services are subject to binding individual arbitration of any disputes which may arise. Please read the arbitration provisions carefully and do not use the Services if you are unwilling to arbitrate any disputes you may have with us as provided below.

BINDING ARBITRATION OF ALL DISPUTES

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to these Terms, if you have any dispute or disagreement with us regarding or relating to (i) your use of or interaction with the Services, (ii) any purchases or other transactions or relationships with Booking Zone, or (iii) any data or information you may provide to Booking Zone or that Booking Zone may gather in connection with such use, interaction or transaction (collectively, "Booking Zone Transactions or Relationships"), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Services, or engaging in any other Booking Zone Transactions

or Relationships with us, you agree to binding arbitration as provided below. Our rights and obligations under this arbitration provision shall inure to the benefit of each of Booking Zone's Owners (as defined in the Privacy Policy) regardless of whether any of them are named as a co-defendant with us or named individually in a claim that would otherwise be subject to this arbitration provision if brought against us.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using our Services, you agree that any complaint, dispute, or disagreement you may have against Booking Zone, and any claim that Booking Zone may have against you, arising out of, relating to, or connected in any way with our [Terms of Use](#), our [Privacy Policy](#), our Terms and Policies, or any Booking Zone Transactions or Relationships shall be resolved exclusively by final and binding arbitration ("Arbitration") administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, Booking Zone agrees to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth herein, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, nothing herein shall prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You further agree that:

- the Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and Booking Zone (the "Arbitrator");
- the Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms and/or these arbitration provisions hereof, including but not limited to any claim that all or any part of these Terms is void or voidable;
- the Arbitration shall be held either: (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and Booking Zone; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission.
- the Arbitrator (i) shall apply internal laws of the State of New York (or if a claim involving a gift card then instead Virginia) consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the United States, irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with New York (or if a claim involving a gift card then instead Virginia) or federal

rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief;

- the Arbitration can resolve only your and/or Booking Zone's individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;
- the Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;
- in the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, Booking Zone will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;
- in the event you recover an Award greater than Booking Zone's last written settlement offer, the Arbitrator shall also have the right to include in the Award Booking Zone's reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, but Booking Zone shall in all events bear its own attorneys' fees; and
- with the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Booking Zone shall be entitled to arbitrate their dispute, and must instead bring any claims in a court of competent jurisdiction.
- Booking Zone may modify these arbitration provisions, but such modifications shall only become effective thirty (30) days after Booking Zone has given notice of such modifications and only on a prospective basis for claims arising from Booking Zone Transactions and Relationships occurring after the effective date of such notification.
- Notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against Booking Zone in your local small claims court within the United States, if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

Privacy Policy

Effective Date: December 23, 2020

This Privacy Policy describes the types of information that BookingZone, Inc. collects in connection with its website (www.BookingZone.com), our mobile sites, and our use of social media sites (collectively, the “Sites”), and any other personal information obtained when you call, email, or otherwise communicate with BookingZone. **By accessing the Sites on any computer, mobile phone, tablet, or other device, making a purchase from BookingZone, or otherwise interacting with BookingZone, you agree to the terms of this Privacy Policy.** If you do not agree to the policy, please do not use the Sites.

We may modify this Privacy Policy at any time, and will post the current version on the Sites. We encourage you to periodically review our Privacy Policy to stay informed about how we are using the information we collect.

Information That You Give Us

For the 12-month period prior to the date of this Privacy Policy, we explain here what categories of personal information we have collected, where we got it from, and with whom we have shared it:

Category of Personal Information Collected	Source	Purpose for Collection	Categories of Recipients
<p>Contact/ Registration information: such as name, postal address, email, telephone number, account username and password, business contact information, and any information you may provide to us</p>	<p>From our customers when they visit our website, make a purchase, call us, sign-up for emails or another service, or otherwise interact with us</p>	<ul style="list-style-type: none"> • Communicate with and respond to customers about our products and services, or work we perform including identity verification or to meet legal obligations. • Provide the Services • Personalize your experience • Send marketing communications • Provide a quality user experience • Protect our users, Services and properties • Build and manage business-to-business relationships • Market and advertise for third parties 	<p>We may share this information with select marketing, information technology, or other service providers and partners.</p>

<p>Browsing information: such as your IP address, MAC address or other device identifier, the kind of browser or computer you use, pages and content that you visit on the Sites, what you click on, the state and country from which you access the Sites, date and time of your visit, and web pages you linked to our Sites from.</p>	<p>Our Sites and your interactions with the Sites, including through the use of cookies and other tracking technologies explained further below</p>	<p>To evaluate usage of the Sites and improve performance and Client Services; to protect the security and integrity of the Sites and our business, such as preventing fraud, hacking, and other criminal activity or to meet legal obligations. To provide the service and personalize your experience.</p>	<p>Our service providers who help us with fraud protection and website analytics.</p>
<p>Purchase Data: such as service, activity, or event purchased, date, amount spent, geographic data,</p>	<p>From our customers when they visit our website and make a purchase</p>	<p>Analyze purchase patterns to recommend or suggest items for purchasing.</p>	<p>Third party service providers who provide the services that you purchase and consume.</p>
<p>Payment information: name, card issuer and card type, credit or debit card number, expiration date, CVV code, and billing address</p>	<p>From our clients and their payment card issuers</p>	<p>Authorizing of credit card and other financial transactions for our clients and their customers</p>	<p>Our service providers who process payments for us; they are prohibited from using personal information for any other purposes and are contractually required to comply with all applicable laws and requirements, which includes the Payment Card Industry Data Security standards</p>
<p>Suspected crime information: details of your identity, image, name and address, suspected or alleged thefts, fraud, assault or other criminal behavior</p>	<p>From crime and fraud prevention agencies, from you, witnesses, and from the police</p>	<p>To protect customers, the public and our business against risks and crime</p>	<p>Law enforcement and other governmental authorities in accordance with applicable law, and our professional advisors</p>

In some jurisdictions, individuals may have the right to opt-in or withdraw consent for certain uses. If you reside in such jurisdictions, you may have additional rights which are detailed below, “Access, Correction and Deletion.”

Information We Collect Automatically

When you visit the Sites, we may collect certain information from you, including your Internet Protocol (IP) address, MAC address, browser type, operating system, device-identifying information, the specific web

pages visited during your connection, and the domain name from which you accessed the Sites. In addition, we may collect information about your browsing behavior, such as the date and time you visit the Sites, the areas or pages of the Sites that you visit, the amount of time you spend viewing the Sites, the number of times you return to the Sites and other clickstream data. We may also use non-personal or aggregated information for statistical analysis, research, and other purposes.

Like many commercial websites, we analyze how visitors use our Sites through what is known as "cookie" technology or similar tracking tools. A cookie is a small text file that is placed on your computer when you access the Sites and allows us to recognize you each time you visit the Sites. We may use cookies to: (1) allow you to use the Sites without having to re-enter your username and password; (2) enhance or personalize your usage of the Sites and shopping experience; (3) monitor Sites usage; (4) manage the Sites; and (5) improve the Sites and our products and services, including providing you with interest-based ads. For more information on our advertising, see below: "Interest-Based Advertising."

If you choose, you can set your browser to reject cookies or you can manually delete individual cookies or all of the cookies on your computer by following your browser's help file directions. However, if your browser is set to reject cookies or you manually delete cookies, you may have some trouble accessing and using some of the pages and features that are currently on our Sites, or that we may put on our Sites in the future. Note that browser-management tools for cookies are outside of our control and we cannot guarantee their effectiveness.

Google Analytics: BookingZone may use Google Analytics to evaluate use of the Sites for our internal purposes such as evaluating usages of the Sites. To learn how Google Analytics collects and processes data, please visit: "How Google uses data when you use our partners' sites or apps" located at www.google.com/policies/privacy/partners.

Do Not Track (DNT): This is a privacy preference that users can set in some web browsers, allowing users to opt out of tracking by websites and online services. At the present time, the World Wide Web Consortium, or W3C, has not yet established universal standards for recognizable DNT signals, and therefore BookingZone and the Sites do not recognize DNT.

We may combine the information we collect through cookies, web beacons, or other technology tools with other information we have collected from you or information from other sources.

Interest-Based Advertising

We may use third-party advertising companies that use tracking technologies to serve our advertisements across the Internet. These companies may collect information about your visits to the Sites and other websites and your interaction with our advertising and other communications. These advertising companies serve ads on behalf of us and others on non-affiliated sites, and some of those ads may be personalized, meaning that they are intended to be relevant to you based on information collected about your visits to the Sites and elsewhere over time. Other companies may also use such technology to advertise on our Sites.

You have the choice to tell us not to collect and use this information, and in some jurisdictions, we will only engage in interest-based advertising if you opt-in. If you would like more information about this practice and to know your choices concerning interest-based ads, [visit:](http://www.networkadvertising.org/choices/)

<http://www.networkadvertising.org/choices/>
www.aboutads.info/choices

Access, Correction, & Deletion

We respect your right to access and correct your personal information. You may access your personal information by signing into your account. From there, you can correct or modify your information. You may also exercise your rights, subject to applicable laws, to request that we delete or restrict access to your personal data. We may need to retain it for legally permitted purposes and this will be explained to you if necessary.

If you need assistance correcting or updating your personal information, or would like to request that we delete your personal information, please contact us using the contact information detailed in the “Contact Us” section below.

Retention of Personal Information

Personal information that we collect, access or process will be retained only as long as necessary for the fulfillment of the purposes for which it was collected, unless otherwise provided in agreements between you and BookingZone or as required or authorized by law. Personal information that is no longer required to fulfill the identified purposes will be destroyed, erased or made de-identified.

Security

We maintain reasonable and appropriate measures designed to maintain information we collect in a secure manner. We have taken certain physical, electronic, and administrative steps to safeguard and secure the information we collect from visitors to the Sites. Even though we follow reasonable procedures to try to protect the information in our possession, no security system is perfect and we cannot promise, and you should not expect, that your information will be secure in all circumstances.

Children

The Sites are not directed to children and we do not knowingly collect any personal information from children under the age of thirteen without verifiable parental consent. If you believe that a child has provided personal information to us, please contact us promptly as described below, and we will endeavor to investigate and delete such information from our systems.

Third Party Websites

The Sites may contain links to third-party websites, such as social media sites like Facebook and Twitter, which may have privacy policies that differ from our own. We are not responsible for the activities and practices that take place on these websites. Accordingly, we recommend that you review the privacy policy posted on any external site before disclosing any personal information. Please contact those websites directly if you have any questions about their privacy policies.

Changes to This Privacy Policy

We may change this privacy policy from time to time, including as required to keep current with rules and regulations, new technologies and security standards. When we do, we will post the change(s) on our Sites. If we change the policy in a material and retroactive manner, we will provide appropriate notice to you.

Your California Privacy Rights

California law permits our customers who are California residents to request certain information about our disclosure of personal information to third parties for their own direct marketing purposes during the preceding calendar year. This request is free and may be made once a year. To make such a request, please contact us as described below under “Contact Us.”

If you are a California resident, California law provides you with the following rights with respect to your personal information:

- The right to know the categories or specific personal information we have collected, used, disclosed and sold about you. To submit a request to know, you may email us at privacy@bookingzone.com. Please include “Privacy Rights Request” in the subject line of your email and indicate the nature of your request. You also may designate an authorized agent to make a request for access on your behalf.
- The right to request that we delete any personal information we have collected about you. To submit a request for deletion, you may email us at privacy@bokingzone.com. Please include “Privacy Rights Request” in the subject line of your email and indicate that you want your personal information deleted. You also may designate an authorized agent to make a request for access on your behalf.

When you exercise these rights and submit a request to us, we will verify your identity by asking you for identifying information such as your email address, telephone number, order number, or the last four digits of a credit or debit card used at Bookingzone.com. We also may use a third party verification provider to verify your identity.

Your exercise of these rights will have no adverse effect on the price and quality of our goods or services. For the 12-month period prior to the date of this Privacy Policy, BookingZone has not sold any personal information about its Clients or their employees or about the customers of our Clients; nor does it have any plans to do so in the future.

Visitors from Outside the United States—Cross-Border Transfer

The Sites are hosted in the United States. If you are visiting the Sites from outside the United States, your information may be transferred to, stored and processed in the United States or other countries in accordance with this Privacy Policy. The data protection and other applicable laws of the United States or other countries may not be as comprehensive as those laws or regulations in your country or may otherwise differ from the data protection or consumer protection laws in your country. Your information may be available to government authorities under lawful orders and law applicable in such jurisdictions. By using the Sites and/or providing personal information to us, you consent to transfer of your information to our facilities as described in this Privacy Policy.

Right to Lodge Complaints

We are transparent about the ways in which we collect and use personal information, and welcome your questions and concerns. If you have any concern or complaint about the way we handle your personal information, please contact us as described below. To the extent you believe we have not addressed your concerns or otherwise choose to do so, you have the right to lodge a complaint with a supervisory authority in the country where you reside and/or in the United States. For information on how you can file a privacy complaint with the Federal Trade Commission, please visit: <https://www.ftccomplaintassistant.gov/>

Contact Us

If you have questions or concerns about this Privacy Policy or how we collect and use the information of our customers, you can contact us:

- Email: privacy@BookingZone.com
- Regular Mail:

Booking Zone, Inc.
Attn: Privacy Compliance Officer
920 Intracoastal Drive Unit 501
Ft Lauderdale, FL 33304

Booking Policy

This Booking Policy (this "Booking Policy") was last updated on: December 23, 2021. When we say "our", "us", or "we" or "Booking Zone" in this Booking Policy, we mean Booking Zone Inc. When we say "Services" or "Site" in this Booking Policy, we mean websites operating under Booking Zone or other brands that we own, as well as those of our websites, applications, emails and other communications that link to or reference this Booking Policy or other Terms and Policies, or the other services provided through any of these means. This Booking Policy is subject to, and shall also include, the other Terms and Policies.

NOTICE OF ARBITRATION PROVISIONS: Your purchase of bookings or other use of our Services is subject to binding individual arbitration of any disputes which may arise, as provided in the [Terms and Policies](#). Please read the arbitration provisions carefully and do not purchase bookings from us or otherwise use our Services if you are unwilling to arbitrate any disputes you may have with us as provided below.

Our goal is to make your out-of-home entertainment experience as easy and enjoyable as possible. Our Booking Policy is designed to provide you with much of the information you need. Please take a minute to read the following:

1. Bookings

Through the Site, customers can schedule certain goods, services or experiences offered by, or facilitated through, our Merchant partners on a specific date and time (i.e., a Booking), and make any additional payments through the Site. Any additional charges that may be charged after the Booking, such as applicable gratuity, will be disclosed in connection with the Booking. Your Booking is not complete until you receive confirmation from Booking Zone that the Booking is confirmed. Any scheduling restrictions, such as maximum group size or time and date availability, will be specified in connection with the Booking. The Merchant is solely responsible for honoring any booking that is not booked through the Site and associated discounts, as well as for any of Merchant's customer loyalty programs. A Booking may not be sold, auctioned, or bartered. Additionally, the Merchant is solely responsible for the care and quality of all goods and services it provides to you. Booking Zone does not facilitate nor is it liable for any special requests that the Merchant may accommodate at its discretion. It is within the Merchant's sole discretion to provide an alternative date and time after a missed Booking.

Restrictions regarding cancellation or rescheduling deadlines and availability of appointments may vary by Merchant and will be no less than 24 hours before your scheduled Booking, unless stated otherwise in connection with the Booking. If you do not cancel or reschedule your Booking before such cancellation or rescheduling deadline, your Booking will be redeemed after such deadline passes. Booking Zone will not provide a refund for any missed Booking if you do not cancel or reschedule before the deadline stated in connection with the Booking. The Merchant is solely responsible for all availability and all goods and services provided on and/or through the Site.

1. REFUNDS AND EXCHANGES

Refunds and exchanges of booking(s) are available in certain limited circumstances. Bookings purchased through the Services include a non-refundable Convenience Fee. Before purchasing your

booking(s) we urge you to confirm the title, time, location and quantity of the booking you wish to make.

A **refund** will return the value of the booking(s) you purchased using the Services to the method of payment used for the transaction, minus the per-transaction Convenience Fee and subject to certain eligibility restrictions as described below. Amounts paid with gift cards will not be refunded; instead, amounts paid with gift cards will be credited for future booking purchases. If a promo code is used to purchase a booking, the amount paid with the promo code will be forfeited, and will not be refunded. In certain cases, special promotions will be offered for free or discounted bookings or Convenience Fees, even without the use of a promo code; in such cases, such free (or discounted portions of) bookings or Convenience Fees will not be refunded.

Instead of a refund, you may wish to **exchange** your booking(s) for another offering and/or time. Exchanging your booking(s) will allow you to keep the booking price and the per-transaction Convenience Fee as a stored credit in your account, subject to certain eligibility restrictions as described below. Any stored credit in your account will automatically be applied to your next Booking Zone purchase made through the Services using your account. Amounts paid with gift cards can be used for exchanges. If a promo code is used to purchase a booking, the amount paid with the promo code will be forfeited, and cannot be used for an exchange. In certain cases, special promotions will be offered for free or discounted bookings or Convenience Fees, even without the use of a promo code; in such cases, such free (or discounted portions of) bookings or Convenience Fees cannot be used for an exchange.

You may initiate a refund or exchange using an online automated tool accessible via your Booking Zone account available through the website, apps, or your purchase confirmation. However, in certain events such as when the total value of your refund or exchange exceeds Booking Zone's self-service refunds and exchanges limit and/or your purchase includes the use of a Booking Zone gift card or promo code, you may be directed to Booking Zone Customer Service to complete your refund or exchange. Please note that once you have received an exchange, Booking Zone credits may be exchanged for other credit but are no longer eligible for a refund back to your credit card or other payment type.

You are eligible for a refund (minus any Convenience Fees) or exchange only if you: (i) are seeking a refund or exchange of an entire order (i.e. no partial refunds or exchanges), (ii) initiated the refund or exchange within the refunds and exchanges eligibility period prior to the reservation time for the earliest of any of the bookings included in your purchase, (iii) used a credit card, Venmo, PayPal or other qualifying digital wallet, or a gift card (except that gift cards purchases can be exchanged but not refunded) to pay for the transaction, and (iv) already have a Booking Zone account or you create one during the initiation of a refund or exchange. You may need to visit the venue performing the services for the booking in order to request a refund or exchange in certain circumstances, including but not limited to those instances where any portion of your payment was made using venue specific rewards or loyalty card or gift card. In certain circumstances, a venue may not provide a refund or exchange, so please confirm with your venue whether a refund or exchange is available for your order. You may additionally be subject to your digital wallet providers' individual refund policies if you used a digital wallet to make a purchase.

Booking Zone reserves the right to prohibit the refund or exchange of a booking purchased or otherwise acquired through a subscription, membership or loyalty program. Additionally, even where Booking Zone allows such a refund or exchange, Booking Zone shall have the right to provide the refund or credit to the operator of such subscription, membership or loyalty program instead of to

you. If Booking Zone does so, Booking Zone encourages you to contact the operator of that subscription, membership or loyalty program for any customer service enquiries.

2. PAYMENT METHODS

Booking Zone accepts a variety of payment methods, which may include Visa, MasterCard, American Express, Discover, and certain other digital wallets. We also accept Promotional Codes and Gift Cards. We may also accept certain merchant partners' gift cards for their venues. All debit and credit cards must be issued in the United States of America and other digital wallet accounts must be United States accounts. Booking Zone does not accept "Single-Use" card number security products.

3. RETRIEVING YOUR BOOKINGS

Please read your online, email and/or mobile confirmation pages carefully, as they provide you with important information about retrieving your booking confirmations that may be unique to your chosen venue. If you purchased a Booking (accessible via web, app, email), bring a device capable of displaying the Booking to the venue.

4. BE PREPARED TO PRESENT YOUR PROOF OF PAYMENT AND YOUR PICTURE ID

Certain venues may require that you present the actual credit card/mobile wallet used to purchase bookings and the number printed on the card/wallet must match the number stored for your transaction. Also, you may be required to present your picture ID.

5. BOOKING CONFIRMATION, RATE-AND-REVIEW AND RELATIONSHIP E-MAILS

As an integral part of your booking transaction with us, we may send you via e-mail and/or text a booking confirmation following purchase explaining how to retrieve your bookings at the venue, and we may also send one or more subsequent invitations to rate-and-review the venue or other communications regarding your experience or relationship with us. Providing feedback via a rate-and-review or other e-mails is optional; if you do not wish to participate, just ignore or delete those messages.

6. PRICING, AVAILABILITY AND TAXES

We sell bookings on behalf of venues with which we have contractual booking relationships. We do not operate those venues and we do not set booking prices, determine booking times, or control booking availability or inventory. Sometimes, states or local jurisdictions may tax bookings, convenience fees or other fees. Prices displayed on the Site are inclusive of any such taxes, and reflect the "grossed-up" amounts. For example, you may see on the Site a booking price of \$10.80 for a venue selling a \$10.00 booking in a jurisdiction that has an 8% tax (in such a case, the venue may receive and retain the \$10.00 and remit the \$0.80 tax to the local taxing authority)—in such a case, we do not separately show on the Site these various components but instead simplify the display and show \$10.80 as the booking price. We display things in a similar way where there are taxes on convenience fees or on other fees—we would show the total amount that includes any such tax, and not show the tax separately. We may not display venues or booking times for which we do not sell bookings.

7. PRIVACY

As set forth in our [Terms of Use](#), your use of the Services is governed by our [Privacy Policy](#). You agree to our collection, use and sharing of your information as set forth in the [Privacy Policy](#). As further set forth in our [Terms of Use](#), the third-party web sites linked to or from the Service are not controlled by us, and we do not control their privacy policies. The personal data you choose to

provide to third parties or that is collected by any third parties is not covered by the [Privacy Policy](#), and we encourage you to review the privacy policy of any company before submitting your personal information.

8. ARBITRATION

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to the [Terms and Policies](#), if you have any dispute or disagreement with us regarding (i) your use of or interaction with the Services, (ii) any purchase of bookings or other purchases, transactions or relationships with us, or (iii) any data or information you may provide to us or that we may gather in connection with such use, interaction or transaction (collectively, " Transactions or Relationships"), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Services, or engaging in any other Transactions or Relationships with us, you agree to binding arbitration as provided in the [Terms and Policies](#).

9. CHANGES TO BOOKING POLICY

From time to time, we may revise this Booking Policy. You can determine when this Booking Policy was last revised by referring to the top of this page. Any changes to this Booking Policy will become effective upon posting of the revised Booking Policy on the Internet, accessible through the Services. By purchasing bookings or otherwise continuing to use Services following such changes, you will be deemed to have agreed to such changes. If you do not agree with the terms of this Booking Policy, as it may be amended from time to time, please do not purchase bookings from us or continue using the Services. To the extent that an arbitrator or court of applicable jurisdiction determines that applying any changes to this Booking Policy would render this an illusory or unenforceable contract, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the date of such changes, to the extent necessary to avoid this Booking Policy being deemed illusory or unenforceable.

10. TERMS OF USE

Your purchase of bookings and other access to and use of the Services is also subject to the [Terms of Use](#).

If you have any questions about the information above, please [Contact Us](#).

Terms of Use

Last Updated: December 23, 2021

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3. REGISTRATION, ACCOUNTS AND PASSWORDS

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OR

6. Your Account

You may only create and hold one account on the Site for your personal use and must register using a valid credit card. You are responsible for updating and correcting information you have submitted to create or maintain your account. As part of your account settings, you have the option to: (a) save, edit, or delete your personal information, including, without limitation, a valid credit card; and (b) opt-out of persistent login. You understand and agree that Booking Zone shall have no responsibility for any incident arising out of, or related to, your account settings. You must safeguard your password and supervise the use of your account. You are solely responsible for maintaining the security of your account and maintaining settings that reflect your preferences. We will assume that anyone using the Site or transacting through your account is you. You agree that you are solely responsible for any activity that occurs under your account.

The Site may permit you to make purchases without an account or without logging in to your account by using the guest checkout feature. If you make a purchase in this manner and you do not already have an account with us, we will create an account for you based on the information provided to us in connection with the transaction (e.g.,

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4. MOBILE TERMS

- The following additional terms are applicable to mobile numbers and some of our apps:

- **SMS TEXT AND CALLS TO YOUR MOBILE PHONE**

If you elect to provide us with your mobile telephone number, in so doing you agree that we may call or text you at that number, in which case your carrier may charge you their text, data, voice, phone and other rates. When we contact you via phone or text at that number, we may do so using automated technology. If you elect to receive marketing texts at that number, you will be provided with instructions as to how to opt out of further texts of the type that you had elected to receive. You may also [Contact Us](#).

By subscribing to text messages, you consent to receiving, from time to time, text messages from us, which may include booking alerts, promotions, polls, and giveaways. Message frequency varies based on user and other factors. Message and data and other rates may apply and, if so, are billed by and payable to your mobile service provider. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator. Carriers are not liable for delayed or undelivered messages. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name and the date, time and content of your messages. We may use this information to contact you and to provide the services you request from us and for other business purposes. In providing a phone number to us, you are representing that you are the primary owner of that phone number and that the information provided to us is accurate.

- **GOOGLE MAPS**

If you use Google Maps / Google Earth as part of the Services, you agree to comply with the [Google Maps / Google Earth Additional Terms of Service](#) (including the [Google Privacy Policy](#)). Further, you agree that Google, and not Booking Zone, shall be responsible for any of your information Google receives as a result of your use of Google Maps / Google Earth.

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 - Attempt to gain unauthorized access to other computer systems or networks connected to the Services; or
 - Take actions for the purpose of manipulating or distorting, or that may undermine the integrity and accuracy of, any ratings or reviews of any service or product that may be presented by the Services.
 - Provide fictitious information or conceal your identity or location, including, but not limited to, in an attempt to circumvent limits associated with promotional or other offers.
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- Is fraudulent or infringes the rights of any third party, including, without limitation, patent, trademark, trade secret, copyright, right of publicity, or other proprietary rights;
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 - Contains a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment, or to damage or obtain unauthorized access to any data or other information of any third party;
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 - Impersonates any person or entity, including any employee or representative of Booking Zone; or
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DMCA Agent
NBCUniversal Law Department
30 Rockefeller Plaza, Rm. 1087E
New York, New York 10112
(212) 664-4444

by email: dmca.agent@nbcuni.com

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OR

18. Websites of Others

The Site contains links to websites maintained by other parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. If you decide to access websites maintained by other parties, you do so at your own risk. We are not responsible or liable, directly or indirectly, for any damage, loss, or liability caused or alleged to be caused by or in connection with any use of or reliance on any content, Products, or services available on or through any such linked site or resource.

17. INDEMNIFICATION

- You will indemnify and hold harmless the Booking Zone Parties, and at Booking Zone's option defend the Booking Zone Parties, from and against any damage, loss, cost or expense (including without limitation, legal fees and costs) incurred in connection with any third-party claim, demand, proceeding or action ("Claim") brought against any of the Booking Zone Parties arising out of your use of the Services or any alleged breach by you of any provision of these Terms, or the infringement by you, or any other subscriber or user of your account, of any intellectual property or other right of any person or entity. If you are obligated to indemnify any of the Booking Zone Parties, Booking Zone 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 Booking Zone.

OR

19. Indemnification/Release

You agree to defend, indemnify, and hold harmless Booking Zone, its affiliates, and their respective directors, officers, employees and agents from and against all claims and expenses, including, without limitation, attorneys' fees, arising out of, related to, or in connection with any of the following: (a) any User Content submitted or posted by you, in connection with the Site, or any use of the Site in violation of these Terms of Use; (b) fraud you commit or your intentional misconduct or gross negligence; or (c) your violation of any applicable U.S. or foreign law or rights of a third-party.

You are solely responsible for your interactions with Merchants and other users of the Site. To the extent permitted under applicable laws, you hereby release Booking Zone from any and all claims or liability related to any product or service of a Merchant, regardless of whether such product or service is a Merchant Offering available through the Site, any action or inaction by a Merchant, including, without limitation, but not limited to any harm caused to you by action or inaction of a Merchant, a Merchant's failure to comply with applicable law and/or failure to abide by the terms of a Merchant Offering or any other product or service purchased or obtained by you from the

Merchant, and any conduct, speech or User Content, whether online or offline, of any other third-party.

18. TERMINATION

- In its sole and absolute discretion, with or without notice to you, Booking Zone may suspend or terminate your use of and access to the Services, terminate your account and/or remove and discard anything transmitted by you, or information stored, sent, or received via the Services without prior notice and for any reason, including, but not limited to: (i) concurrent access of the Services with identical user identification, (ii) permitting another person or entity to use your user identification to access the Services, (iii) any unauthorized access or use of the Services, (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 Services, (vi) failure to use the Services on a regular basis, or (vii) 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 Booking Zone at unsubscribe@bookingzone.com. Booking Zone shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Services. Termination, suspension, or cancellation of the Services or your access rights shall not affect any right or relief to which Booking Zone may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to Booking Zone.

19. GENERAL

- These Terms and the relationship between you and Booking Zone shall be governed by the laws of the United States and the State of New York without regard to its conflict of law provisions. Subject to the arbitration provisions above, and other than small claims actions as permitted therein, 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 New York, New York, and you irrevocably 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 nonconveniens or otherwise. Licensors of the Booking Zone Services are third party beneficiaries to these Terms. No failure or delay by Booking Zone in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms. Unless otherwise expressly provided herein, the invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect. You agree that regardless of any statute or law which establishes a different statute of limitations, to the maximum extent permitted under applicable law, any claim or cause of action (including any arbitration) arising out of, related to or connected with the use of the Services, or these Terms, our [Privacy Policy](#), our [Terms and Policies](#), or other Booking Zone Transactions or Relationships must be filed within one (1) year after such claim or cause of action arose or be forever barred. The paragraph or section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms represent the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter, and may not be amended, altered or waived except in writing by the party to be charged. These Terms are binding upon and shall ensure to the benefit of parties and their

respective successors, heirs, executor, administrators, personal representatives and permitted assigns. You shall not assign your rights or obligations hereunder without Booking Zone's prior written consent.

20. ARBITRATION

- **BINDING ARBITRATION OF ALL DISPUTES**

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to these Terms, if you have any dispute or disagreement with us regarding or relating to (i) your use of or interaction with the Services, (ii) any purchases or other transactions or relationships with Booking Zone, or (iii) any data or information you may provide to Booking Zone or that Booking Zone may gather in connection with such use, interaction or transaction (collectively, "Booking Zone Transactions or Relationships"), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Services, or engaging in any other Booking Zone Transactions or Relationships with us, you agree to binding arbitration as provided below. Our rights and obligations under this arbitration provision shall inure to the benefit of each of Booking Zone's Owners (as defined in the Privacy Policy regardless of whether any of them are named as a co-defendant with us or named individually in a claim that would otherwise be subject to this arbitration provision if brought against us.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using our Services, you agree that any complaint, dispute, or disagreement you may have against Booking Zone, and any claim that Booking Zone may have against you, arising out of, relating to, or connected in any way with our Terms of Use, our [Privacy Policy](#), our [Terms and Policies](#), or any Booking Zone Transactions or Relationships shall be resolved exclusively by final and binding arbitration ("Arbitration") administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, Booking Zone agrees to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth herein, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, nothing herein shall prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You further agree that:

1. the Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and Booking Zone (the "Arbitrator");
2. the Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms and/or these arbitration provisions hereof, including but not limited to any claim that all or any part of these Terms is void or voidable;
3. the Arbitration shall be held either: (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and Booking Zone; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission.
4. the Arbitrator (i) shall apply internal laws of the State of New York consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the United States, irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with New York or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief;
5. the Arbitration can resolve only your and/or Booking Zone's individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;
6. the Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;
7. in the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, Booking Zone will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;
8. in the event you recover an Award greater than Booking Zone's last written settlement offer, the Arbitrator shall also have the right to include in the Award Booking Zone's reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, but Booking Zone shall in all events bear its own attorneys' fees; and
9. with the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is

found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Booking Zone shall be entitled to arbitrate their dispute, and must instead bring any claims in a court of competent jurisdiction.

10. Booking Zone may modify these arbitration provisions, but such modifications shall only become effective thirty (30) days after Booking Zone has given notice of such modifications and only on a prospective basis for claims arising from Booking Zone Transactions and Relationships occurring after the effective date of such notification.
11. Notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against Booking Zone in your local small claims court within the United States, if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

21. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users of the Booking Zone Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N 112, Sacramento, California 95834, by telephone at (916) 445-1254 or (800) 952-5210, or online at <https://www.dca.ca.gov/webapps/gencomplaint.php> .

Other Potential Terms

1. About the Site

The Site is a platform through which certain merchants (“**Merchants**”) (a) sell bookings for goods, services, or experiences (“**Bookings**”), (b) sell travel goods and services (“**Getaways**”), sell gift cards (“**Merchant Gift Cards**”), (c) sell goods and services directly to you (“**Merchant Products**”), (d) make available coupons, promotional codes, giveaways, samples, and offers for software downloads (“**Coupons**”), (e) sell dining experiences for specific dates and times (“**Reservations**”), (f) sell food, beverage and other products for delivery and takeout (“**Online Ordering**”), (g) make available certain offers, including “**card linked deals**” (as defined in the Special Programs section of the Terms of Use), and (h) enable you to schedule use of your Voucher on a specific date and time (“**Bookings**”) (collectively (a)-(h), “**Merchant Offerings**”). Merchants are the sellers and issuers of the Merchant Offerings and are solely responsible to you for the care, quality, and delivery of the goods and services provided.

Certain Merchant Offerings, Products, other available programs and pricing on the Site may change at any time in Booking Zone’s sole discretion, without notice.

13. Unsolicited Ideas

We do not accept or consider, directly or through any Booking Zone employee or agent, unsolicited ideas of any kind, including, without limitation, ideas or suggestions relating to new or improved products, enhancements, names or technologies, advertising and marketing campaigns, plans, or other promotions. Do not send us (or any of our employees) any unsolicited ideas, suggestions, material, images, or other work in any form (“**Unsolicited Materials**”). If you send us Unsolicited Materials, you understand and agree that the following terms will apply, notwithstanding any cover letter or other terms that accompany them:

- Booking Zone has no obligation to review any Unsolicited Materials, nor to keep any Unsolicited Materials confidential; and
- Booking Zone will own, and may use and redistribute, Unsolicited Materials for any purpose without restriction and free of any obligation to acknowledge or compensate you.

20. Force Majeure

Booking Zone shall be excused from performance under these Terms of Use, to the extent it or a Merchant is prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion; (c) quarantines or embargoes; (d) labor strikes; (e) error or disruption to major computer hardware or networks or software failures; or (g) other causes beyond the reasonable control of Booking Zone or a Merchant, as applicable.

