

ENTERTAINMENT® MEMBERSHIPS, PRODUCTS, AND WEBSITE
Rules, Terms, and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY.

HSP EPI ACQUISITION, LLC DBA ENTERTAINMENT® (“Entertainment”) PROVIDES YOU ACCESS AND USE OF ENTERTAINMENT® MEMBERSHIPS, PRODUCTS, SERVICES, AND WEBSITES SUBJECT TO YOUR COMPLIANCE WITH THESE RULES, TERMS AND CONDITIONS OF USE ("Terms"). BY ACCESSING, BROWSING AND USING THESE WEBSITES ("Site"), YOU AGREE TO BE BOUND BY THE TERMS AND ALL APPLICABLE LAWS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND APPLICABLE LAWS EACH TIME YOU USE THESE SITES, OR YOU DO NOT HAVE THE AUTHORITY TO AGREE TO OR ACCEPT THESE TERMS, YOU SHOULD NOT USE THESE SITES. THE FOLLOWING SUBJECTS ARE COVERED IN MORE DETAIL BELOW:

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Entertainment grants you access to the service (the "Site"), conditioned upon your acceptance of these Rules, Terms and Conditions of Use (the "Agreement").

BY DOWNLOADING, INSTALLING OR USING THE APP OR SITE, YOU AGREE: (A) THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS; (B) THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) TO THE [RULES OF USE POLICY](#); AND (D) TO THE [PRIVACY POLICY](#). PLEASE CAREFULLY READ THIS AGREEMENT, THE RULES OF USE POLICY, AND THE PRIVACY POLICY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

If at any time after reviewing or using the App or Site you wish to terminate such use or this Agreement, you must un-install and remove the App from your device and delete any copy of the App in your possession. You agree that information collected from you or your Device before your un-install, remove or cease to use the App can still be used.

A. Contact Us

If you are experiencing difficulties using the Site, please contact us:

1. Email Customer Service link at <https://answers.entertainment.com>.
2. Write us at:

Entertainment
ATTN: Customer Service
1401 Crooks Road, Ste. 150
Troy, MI 48084

B. Terms and Policies

Entertainment may modify these Terms at our sole discretion from time to time, and only Entertainment has the right to do so. If the Terms are changed, we will post the new Terms on the Site and note the date they were last updated. Any changes or modifications will be effective upon posting of the Terms as revised, and your use of the Site following the posting will constitute your acceptance of the new Terms. If any such change is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions.

Additional policies and Terms apply to your access and use of specific portions of the Site, to the purchase of Entertainment® Memberships, products and/or services, and are included as part of the Terms. Entertainment has adopted a Privacy Policy that that you should refer to fully understand how we use and collect information. To learn about Entertainment’s privacy practices, please refer to the [Privacy Policy](#) section of the Site.

C. ENTERTAINMENT® MEMBERSHIPS

Entertainment® products provide unbeatable local and national discounts throughout the U.S. and Canada. We deliver convenient, high value 2-for-1 and up to 50% off coupons to consumers looking to spend less on the things they love to do – saving on dining, attractions, activities, shopping, services, travel and more. Access to these offers requires a valid Entertainment® Membership (“Membership”).

1. Membership Fees & Payment

The fee for a Membership is paid upon acquisition. Book & Digital Memberships may be acquired from Entertainment via our online store, <https://shop.entertainment.com>, or from a

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Fundraiser. Membership Terms and the fees for such Memberships may vary. All prices and discounts listed on our website are in U.S. currency. Only credit cards are eligible for payment of your Membership fees if purchased from Entertainment directly.

2. Entertainment® Book Memberships

An Entertainment® Book Membership includes a printed copy of the Entertainment® Book published annually for a local market and access to the Entertainment® Digital Membership.

a. Benefits

- Local discounts and savings offers via coupons in the Entertainment® Book
- Online Retail and Travel savings exclusive to Entertainment® Members
- Printable coupons via <https://member.entertainment.com> by registering online
- Offers redeemable via Entertainment® Coupons App (available for Apple® and Android® devices) with a registered Digital Membership

b. Book Membership Terms & Expiration

i. Non-Renewing Term and Expiration

An Entertainment® Book Membership may be purchased from Entertainment via: our online store, <https://shop.entertainment.com>; authorized retail partners, or Fundraisers, with a valid period from the date of purchase through the listed expiration date as reflected in the Entertainment® Book.

ii. Automatic Renewal

For convenience, Entertainment does offer the availability of an automatically renewing Membership option providing a discount through voluntary opt-in to our Annual Renewal Membership Program. Enrolled Members authorize Entertainment to automatically continue their Membership when their selected editions become available each year. [Terms & Conditions](#) apply.

c. Return, Refunds, or Price Adjustment Policy

Entertainment® Book Memberships obtained from Entertainment directly are subject to Entertainment's [Return and Refund Policy](#). For Entertainment® Book Memberships acquired elsewhere, please see the point of sale for associated policies.

It is Entertainment's policy not to refund the difference between the price the Member paid and a lower price that may have been offered on entertainment.com. New offers are not valid on prior purchases and offers may not be combined.

3. Entertainment® Digital Memberships

An Entertainment® Digital Membership includes access to offers at all participating merchants throughout the U.S. and Canada. Discounts may differ from those found in the Entertainment® Book based upon merchant participation.

a. Benefits

- Online Retail and Travel savings exclusive to Entertainment® Members
- Printable coupons via <https://member.entertainment.com> with a registered Digital Membership
- Offers redeemable via Entertainment® Coupon App (available for Apple® and Android® devices) with a registered Digital Membership

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b. Digital Membership Refund Policy

Entertainment® Digital Memberships acquired directly from Entertainment are subject to a 30-day trial period. If the Membership is cancelled within 30 days of its inception, then the Membership fee is eligible for refund.

c. Digital Membership Terms and Expiration

i. Non-Renewing

An Entertainment® Digital Membership may be available on a 90-day, 180-day, or 365-day Membership and will expire at the end of such term.

ii. Automatically Renewing

Entertainment® Digital Memberships ordered online will include options of monthly or annual billing terms and, for Member's convenience, Membership will renew automatically at the end of the billing period. Enrolled Members authorize Entertainment to automatically continue their Digital Membership according to the monthly or annual payment term selected. [Terms & Conditions](#) apply.

4. Book & Digital Membership Auto Renewals. By enrolling in the Annual Renewal Membership Program, you have authorized Entertainment to continue the renewal Membership automatically. Charges are in accordance with the Program Terms using the payment method securely stored on our servers at the date listed within your account. We do not recommend use of a debit card to enroll in an automatically renewing Membership. Entertainment is not responsible for overdraft fees or charges resulting from use of a debit card for automatically renewing Memberships. If all eligible payment methods we have on file for you are declined for payment of your Membership fee, you must provide us a new eligible payment method promptly or your Membership will be canceled. If you provide us with a new eligible payment method and are successfully charged, your new Membership period will begin based on the original renewal date and not the date of the successful charge.

a. Cancellation of Automatically Renewing Membership

Cancellations that occur after the first 30 days will remain active until the next scheduled renewal (or billing) date. Unless you notify us before a charge that you want to cancel or auto renew, you understand your membership will automatically continue and you authorize us (without notice to you, unless required by applicable law) to collect the then-applicable membership fee and any taxes, using any eligible payment method we have on record for you.

5. Membership Conditions

- Emails and other communication related to Entertainment® and your Account will be sent to you (Examples: billing information, membership updates/announcements)
- The barter, trade, sale, purchase or transfer for compensation of an Entertainment® Membership, in whole or in part or any of its offers, cards or coupons, is strictly prohibited, unless expressly authorized by Entertainment.
- A Membership and its offers are intended for the personal member use and are not valid with other discount offers or in other cities unless otherwise specified.
- The use of a Membership or any of its components or offers for advertising purposes, in any form or fashion, is strictly prohibited.

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- Any use of an offer in violation of the [Rules of Use](#) will render the offer VOID and Entertainment will pursue all legal remedies available to it by law.
- Offers may not be reproduced and are void where prohibited, taxed or restricted by law.
- Entertainment, and/or its parent or subsidiaries, will not be responsible if any establishment breaches its contract or refuses to accept the Membership Card/coupons/mobile offer; however, it will attempt to secure compliance.

6. Membership Changes

Entertainment may change any aspect of Membership, without notice to you. If any such change is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER A CHANGE MS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

7. Membership Termination by Entertainment

Entertainment may terminate your Membership at our discretion without notice. If we do so, you will continue to have access to your Membership through the remainder of the paid period of your Membership. Termination may be caused by conduct that we determine, at our discretion, violates these Terms or any applicable law, involves fraud or misuse of the Membership, or is harmful to our interests or another user. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

D. Entertainment Website and Apps

The Site is operated by a U.S. entity and is governed by the state and federal laws of the United States. The laws of your jurisdiction may be different than the laws that apply to the Site. Accessing the Site from outside the United States, is done at your own risk. You are responsible for compliance with jurisdiction laws.

1. License & Site Access

Entertainment grants you a limited license to make personal use only of the Site. Such grant does not include, without limitation: (a) any resale or commercial use of the Site or any Site Materials (defined below); (b) modification, adaptation, translation, reverse engineering, de-compilation, disassembly or conversion into human readable form any of the Site Materials not intended to be so read, including use of or directly viewing the underlying HTML or other code from the Site, except as interpreted and displayed in a web browser; (c) copying, imitating, mirroring, reproducing, distributing, publishing, downloading, displaying, performing, posting or transmitting any Site Materials in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; (d) the collection and use of any product listings or descriptions; (e) making derivative uses of the Site and any Site Materials, and; (f) use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Site Materials or to collect any information from the Site or any other user of the Site. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under a patent, trademark, copyright, or proprietary right of Entertainment or any third party. You may not use any meta tags or any other "hidden text" utilizing Entertainment's name, trademark, or product name without our expressed written consent. "**Site Materials**" means all materials on the Site,

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including, without limitation, all Entertainment, merchant or other third-party trademarks, trade dress, design, product description, HTML text, graphics, other files, photographs, codes, software layout, designs forms and the selection and arrangement thereof.

We may terminate this license and your use of or access to the Site if you make or permit any unauthorized use of the Site. Such actions by you may violate applicable law including, without limitation, copyright laws, trademark laws (including trade dress), and communications regulations and statutes. We reserve the right to have all violators fully prosecuted.

2. Website Changes, Misprints, Errors & Cancellations

Subject to applicable law, we: (a) cannot guarantee that Memberships, products or services advertised or offered for sale on the Site will be available when ordered or thereafter; (c) reserve the right to limit quantities sold or made available for sale; (d) do not warrant that the Site Materials are accurate, complete, reliable, current or error-free; and (e) reserve the right to cancel, to terminate or not to process orders (including accepted orders) where the price or other material information on the site is inaccurate or when we recognize abuse of our policies. If we do not process an order for such reason, we will advise you that the order has been cancelled and will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

If we are legally required to collect sales tax on merchandise you order, the tax amount will be added automatically to your purchase price. On rare occasions, an error in our state sales tax database may cause the sales tax charge to be incorrect. If this happens, at any time up to two years from your date of purchase, you may contact us for a refund of tax overcharges. This right to a refund is your exclusive remedy for sales tax errors.

3. Passwords & Security


If you use a password to access the Site or any portion of it, then you are responsible for maintaining the confidentiality of the password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur on your account or with your password. If the confidentiality of your account or password is compromised in any manner, then you should notify Entertainment immediately. Entertainment reserves the right to take all action, as it deems necessary or reasonable to maintain the security of the Site and your account, including without limitation, terminating your account, changing your password, or requesting information to authorize transactions on your account. While Entertainment takes prudent steps to protect your account and the Site, it cannot protect your information outside of the Site. For example, when Entertainment communicates with you via unencrypted email from time to time at your request, the communication is not secure, is not stored securely, and the information contained may be viewed by others. You acknowledge that by requesting information by email, you agree that we may transmit it to you from time to time and store it in an unencrypted form and manner. Entertainment may rely on the authority of anyone accessing your account or using your password, and in no event, will Entertainment be held liable to you for any liabilities or damage resulting from or arising out of: (i) any action or inaction of Entertainment under this provision; (ii) any compromise of the confidentiality of your account or password, and; (iii) any unauthorized access to your account or use of your password.

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4. Intellectual Property

All Site Materials are owned by us, merchants, and others and are protected by United States and international copyright, trademark and other laws.

a. Trademarks

Entertainment®,  , and other registered trademarks owned by Entertainment, merchant and other third-party trademarks, and their respective designs and/or logos are either trademarks or registered trademarks of Entertainment or the third party, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Entertainment or other respective owner. In addition, all page headers, custom graphics, button icons, and scripts are trademarks, and/or trade dress of Entertainment, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Entertainment. All other trademarks, registered trademarks, product names and company names or logos mentioned are the property of their respective owners.

b. Restrictions on Use

Except as stated in the Terms, none of the materials and intellectual property described in these Terms may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Entertainment or the respective intellectual property owner. You may electronically copy and print to hard copy portions of the Site for the sole purpose of using materials it contains for informational and non-commercial, personal use only. Any other use of the materials in the Site - including any commercial use, reproduction for purposes other than described above, modification, distribution, republication, display, or performance - without the prior written permission of Entertainment - is strictly prohibited.

c. Copyright

To notify us of a copyright infringement, write to us at:

Entertainment
ATTN: Legal Department
1401 Crooks Road, Ste. 150
Troy, MI 48084

Include the following (please consult your legal counsel or see Section 512(c)(3) of the *Digital Millennium Copyright Act* to confirm these requirements).

- i. The physical or electronic signature of the owner or someone authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. A description or identification of the copyrighted work you claim has been infringed.
- iii. A description of the material that is claimed to be infringing, and information reasonably sufficient to allow us to find it.
- iv. Your address, telephone number, and email address.
- v. A statement that you have a product faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

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vi. A statement, under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on behalf of the owner.

d. Software

Any software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively "Software"), that may be made available on the Site is licensed to you by Entertainment on a non-exclusive and limited basis. Entertainment shall retain full and complete title and all intellectual property rights to Software. You shall not copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any Software.

e. Hyperlinks

i. Links to the Site

You are granted a limited, non-exclusive right to create a link to the Site homepage only. Such link must not portray Entertainment or any of its Memberships, products and services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time. You may not frame Entertainment trademarks, logos or other proprietary information, images from the Site, the content of any text or the layout/design of any page, or forms contained on a page without Entertainment's express written consent. All other linking is prohibited. Except as noted above, you have no right or license by implication, estoppel, or otherwise in any Entertainment or third-party patent, trademark, copyright, or proprietary right.

ii. Third Party Links

Entertainment makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of web sites accessible by hyperlink from this Site, or web sites linking to this Site.

f. Submissions

i. Your Information

By registering on the Site, you agree your information is current, accurate and complete.

ii. Additional Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of email or submissions to Entertainment, or postings on the Site ("Submissions") are non-confidential (subject to our Privacy Policy) and that you remain solely responsible and liable for your Submissions. You further hereby grant (or warrant that the owner of the Submissions has granted) to us and our assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, worldwide, assignable, sub-licensable, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties on our part or of our assigns, and you hereby waive all moral rights, or agree, represent and warrant that all moral rights in

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the Submissions (including without limitation the rights of patent, attribution and integrity) are irrevocably waived, in favor of us and our assigns.

iii. Restrictions for Submissions

By using the Site, you agree not to do any of the following:

- a) Upload to, distribute or otherwise publish through the Site any message, information, text or other material ("Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- b) Upload or transmit any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law.
- c) Upload or transmit any Content that may infringe upon any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. By posting any Content, you represent and warrant that you have the lawful right to distribute and reproduce such Content.
- d) Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- e) Upload to, distribute or otherwise publish through the Site any Content such as charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes, advertising or solicitations for funds, political campaigning, mass mailings, any form of unsolicited commercial email or "spam," (regardless of whether the email itself complies with the requirements of federal or state law for sending commercial email) or offering or disseminating fraudulent products, services, schemes or promotions.
- f) Disseminate any harmful content of any kind, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancel bots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

g. Cookies

How Entertainment® uses "Cookies"

When you use and access the Service, we may place cookies files in your web browser. Please refer to Section "Information Collected Automatically" of Entertainment's [Privacy Policy](#).

What are your choices regarding cookies?

If you'd like to delete cookies or instruct your web browser to delete or refuse cookies, please visit the help pages of your web browser.

Please note, however, that if you delete cookies or refuse to accept them, you might not be able to use all the features we offer, you may not be able to store your preferences, and some of our pages might not display properly.

Where can you find more information about cookies?

You can learn more about cookies at the following third-party websites:

- AllAboutCookies: <http://www.allaboutcookies.org/>
- Network Advertising Initiative: <http://www.networkadvertising.org/>

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h. Policies and Enforcement

All access and use of the Site is governed by and subject to the Terms. Entertainment may:

- i. Monitor any activity & content associated with forums and other areas on the Site.
- ii. Access at any time and use internally for any lawful purpose information stored on our systems, including the content of any emails or other communications.
- iii. Disclose such information to any third party including law enforcement agencies to protect our rights or property in response to legal process, or in a product faith belief that such disclosure is justified or required in an emergency.
- iv. Investigate any reported violation of our policies or complaints.
- v. Take any action we deem appropriate, including but not limited to action to issue a warning, suspend or terminate your access and use of the Site and related services at any time, and block, remove or edit any communication and materials that Entertainment believes in its sole discretion may violate applicable law, the Terms or a third party's rights.

Entertainment takes no responsibility and assumes no liability for any Content posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter

i. Responsibility for Your Conduct

You remain solely liable for the Content of any messages or other information you upload or transmit to the discussion forums or interactive areas of the Site. You agree to indemnify and hold harmless Entertainment and its parents, employees, agents and representatives from any third party claim, action, demand, loss, or damages (including attorneys' fees) arising out of or relating to your conduct, your actual or attempted violation of these Terms or any applicable law, your violation of any rights of a third party, or the acts or omissions of a third party who has authority to access or use the Site on your behalf or arising out of your violation of your obligations under Section D(4)(f).

j. Third Party Websites

We provide links and access to third party websites or services that contain information that is provided as a service to those interested in the information. Entertainment neither regularly monitors nor assumes responsibility for the content of third parties' statements or websites. Entertainment does not endorse or adopt these websites, or any information contained on such websites. Entertainment makes no representations or warranties whatsoever regarding their accuracy or completeness.

k. Children

The Site is designed for and intended for use by adults. If you are under 18, you may use the Site only with involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of the Site by children, minors and others under your care. You agree to be responsible for their use of the Site.

E. Disclaimer

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THE SITE AND THE MATERIALS ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ENTERTAINMENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE SITE AND MATERIALS, CONTENT, SERVICES AND PRODUCT ON THE SITE. ENTERTAINMENT DOES NOT REPRESENT OR WARRANT THAT MATERIALS ON THE SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. ENTERTAINMENT IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY. ENTERTAINMENT DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, EVEN IF ENTERTAINMENT OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF THE SITE, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE SITE IS AT YOUR SOLE RISK.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Entertainment.

F. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ENTERTAINMENT BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO ENTERTAINMENT'S OPERATION OF THE SITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ENTERTAINMENT (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING TO ENTERTAINMENT'S OPERATION OF THE SITE EXCEED \$100.

THESE LIMITATIONS DO NOT LIMIT OR EXCLUDE LIABILITY FOR ENTERTAINMENT'S GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD IN CONNECTION WITH OPERATING THE SITE.

G. Applicable Law, Venue and Limitation of Actions

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan applicable to agreements made and entirely performed within Michigan, without resort to its conflict of law provisions. Regardless of where you access the Site, you agree that all Claims arising out of or relating to these Terms shall be resolved through final and binding arbitration in Detroit, Michigan administered by AAA in accordance with the Federal Arbitration Act, U.S. Code, Tit. 9, § 1 et seq. "Claims" means all Party disputes against the other Party or its officers, directors, employees or agents, arising from this Agreement or its termination, whenever asserted including, but are not limited, to claims for: breach of contract or covenant; tortious conduct; violation of any law, ordinance, regulation

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or rule; and discrimination or harassment. All Claims must be brought within two years from when the Claim first arose. This Agreement does not apply to claims: before administrative agencies, where arbitration cannot lawfully be compelled; for benefits where the plan specifies a procedure inconsistent with this Agreement. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such arbitration over any suit, action or proceeding arising out of these Terms.

H. Termination of Site Access

Entertainment reserves the right, without notice and at its sole discretion, to terminate your license to use the Site, and to block or prevent future access to and use of the Site if you violate any of these Terms or its policies. Upon termination, these Terms shall still apply.

I. Consent to Email Communication

When you visit the Site, or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically and agree that we may communicate with you by email or by posting a notice on the Site. We do not include details of your personal financial information in emails unless you specifically request that we do so. You agree that we may treat specific actions by you, such as checking boxes to receive email updates, sending us an email directly or through the entertainment.com site, or leaving a telephone message with an email address for Customer Service to respond to a query about your account, as a request that we communicate personal financial information with you by unencrypted email. You acknowledge and agree that unencrypted email sent over the Internet is not secure and may be read by others, and you agree that when you request that we send you email you are authorizing us to transmit and disclose your information (including your personal financial information) from time to time in an unencrypted manner. You further acknowledge that emails sent with this information are not stored in a secure manner. To unsubscribe from email newsletters and promotional messages, please visit the Email Preferences page. Please allow up to 5 days for our records to be updated. For current Entertainment members, please be aware that when you don't receive emails, you are still a member and you can access coupons by visiting the Member Website directly or downloading our apps for iPhone/iPad and Android for on-the-go access. The unsubscribe request will not cease communications related to your account, such as annual renewal reminders and billing confirmations.

J. Legal Equivalency

This electronic document and any other electronic documents, policies and guidelines that are incorporated will be: (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents, and; (iii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation or administer of proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

K. Severability

If any provision of the Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Terms and shall not affect the validity and enforceability of any remaining provisions.

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Rules, Terms, and Conditions of Use

L. Waivers

No waiver, express or implied, by either party of any breach of or default under these Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.