

Website Terms of Use

NAMCO USA INC.

www.level257.com

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ACCESS/ACCOUNTS

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If you register on the Site and/or create a personal profile, you agree to accept responsibility for all activities that occur under your account, including user ID or password, if any, and you agree you will not sell, transfer or assign your account or any rights therein. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computing device so others may not access the password protected portion of the Site using your account in whole or in part. You are fully responsible for all transactions and other activities that are undertaken using your user ID or password, including unauthorized use, until you terminate your account or notify NUSA that your user ID or password has been lost, stolen or otherwise compromised. NUSA reserves the right to terminate your account

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You agree to defend, indemnify and hold NUSA harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by us arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Site, or access by anyone accessing the Site using your user ID and password.

SWEEPSTAKES/PROMOTIONS

From time to time, NUSA may conduct promotions on or through the Site or in its physical locations, including without limitation, contests, sweepstakes and other promotions ("Promotions"). Each Promotion may have additional terms and/or rules of participation ("Promotion Rules"), which will be posted or otherwise made available to you. The Promotion Rules for each Promotion in which you participate will be deemed incorporated into and form a part of these Terms of Use for the Promotion(s). It is your responsibility to read the Promotion Rules to determine whether or not your participation, registration, or entry will be valid or restricted, and to determine your participation requirements. All promotions are void where prohibited by law.

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From time to time, NUSA may offer gift cards for sale on or through the Site or in its physical locations. NUSA Gift cards ("NUSA Cards") are valid only for a one-time redemption of tokens in an amount equal to the face value of the card at all participating NUSA arcade locations. **TOKENS HAVE NO CASH VALUE, and may not be returned for a refund or redeemed for cash.** NUSA Cards will be punched upon redemption, and will thereafter no longer be valid. Upon redemption, if your purchase exceeds the face value of the card, you will need to pay the balance using an alternative payment method. NUSA Cards have no fees and will never expire. NUSA Cards are not reloadable. They are not credit or debit cards, and may not be redeemed outside of a participating NUSA arcade location.

NUSA Cards and/or tokens are not returnable or refundable for cash except in states where required by law. Resale of NUSA Cards and/or tokens is strictly prohibited. Protect your NUSA Card and tokens, as NUSA will not replace, replenish or provide refunds for any NUSA Card or tokens that are lost, stolen, damaged, destroyed or used without your authorization.

NUSA cards and/or tokens may be used as personal or business gifts, but may not be used in connection with any marketing, advertising or other promotional activities unless you obtain NUSA's prior written approval. Use of NUSA's name, logo, trade dress (including any image/likeness of the cards) or trademarks in connection with the purchase or use of NUSA Cards and/or tokens is strictly prohibited. Furthermore, the use of NUSA Cards and/or tokens in any manner that states or implies that any person, website, business, product or service is endorsed or sponsored by, or otherwise affiliated with NUSA is prohibited.

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APPLICABLE LAW; BINDING ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH NUSA AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You accept and agree to arbitrate any dispute arising from these Terms of Use or your use of the Site, including products and services ordered or purchased through the Site, except that the parties agree that NUSA and you or NUSA are required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged

infringement or misappropriation of a party's intellectual property or other proprietary rights. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. The parties agree to notify the other in writing of any dispute within thirty (30) days of when it arises. Notice to NUSA shall be sent to NAMCO USA INC., 712 N. Central Avenue, Ste. B., Wood Dale, Illinois 60191-1263, ATTN: General Counsel. The parties agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in DuPage County, Illinois; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the American Arbitration Association; and (d) that the state or federal courts in the Eastern Division of the Northern District of Illinois have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms of Use and the laws of the State of Illinois and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. YOU AND NUSA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and NUSA agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in the state and federal courts located within the Eastern Division of the Northern District of Illinois.

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