

Collegetokens, Inc. Privacy Policy

This privacy policy sets out how Collegetokens, Inc. uses and protects any information that you give Collegetokens, Inc. when you use this website.

Collegetokens, Inc. is committed to ensuring that your privacy is protected. Collegetokens, Inc. takes your privacy as a number one priority.

Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Collegetokens, Inc. may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 8/22/08.

Overview of Privacy Policy

INFORMATION:

FOR END USERS (THOSE RECEIVING THE TEXT MESSAGES):

- Collegetokens, Inc is in the business of giving free coupons, not keeping phone numbers for a database.
- We will never, under any circumstances, sell or otherwise distribute your cell phone numbers to third parties.
- We will never send to you directly any services for which you have not opted in, either by cell phone text message or in any other way.
- We will never distribute any personal information about you, including your phone number, name or any other piece of identifying information unless required by law.
- When you visit our site at www.collegetokens.com, we may collect limited non-personally identifying information that your browser makes available whenever you visit a website. This log information includes your Internet Protocol address, browser type, browser language, the date and time of your visit. The reason is so we can tell businesses how many hits their advertisement has been getting.

BUSINESSES:

We may collect the following information:

- Business name
- Contact information including email address
- Logo
- Other information relevant to customer use.

BUSINESS INFORMATION:

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the website according to your interests.

SECURITY:

We are committed to ensuring that end users and businesses information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

LINKS TO OTHER WEBSITES:

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

PRIVACY POLICY:

It is the policy of COLLEGETOKENS, INC. to respect the privacy of end users of the Service. User hereby agrees that COLLEGETOKENS, INC. may access and disclose any information, including User names and other information, if COLLEGETOKENS, INC. believes in good faith that such action is reasonably necessary to comply with applicable laws and lawful government requests; to operate its system properly; or to protect itself, its customers, or other third parties. In addition, please be aware that due to the nature of the Internet and other factors, privacy in any communications distributed through this Service cannot be guaranteed. User should take this into consideration when deciding whether to transmit confidential information or any other information via the Service. Other than as required to provide the Service, User information will NOT be sold to any third party as a list or other form of direct contact to User by any third party.

USER CONDUCT:

User agrees to abide by this Terms of Use and all applicable local, state, national, and international laws and regulations, in addition to all COLLEGETOKENS, INC. policies and procedures in regard to faculty, staff and students.

TERMINATION:

Any misuse of the Service or breach of the Terms of Use by User, User's agent or representative(s), may result in the immediate termination of User's account and any future access to this Service.

RESALE OF SERVICE:

User hereby agrees not to resell or assign User rights or access under the Service. In addition, User shall not allow any other party to use or have unauthorized access to the Service.

INDEMNIFICATION:

In consideration for access and use of this Service, User hereby agrees to indemnify, defend and hold harmless to COLLEGETOKENS, INC. and its officers, employees and Collegetokens.com/information technology from any loss, liability, claim, demand, damage, or expense (including reasonable attorney's fees) asserted by any third party due to or arising from or in connection with the use, access or communication through this Service. COLLEGETOKENS, INC. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, which shall not excuse the User's indemnity obligations.

MODIFICATIONS TO TERMS OF USE TO THE SERVICE:

COLLEGETOKENS, INC. reserves the right to change the Terms of Use at any time without notice to User. COLLEGETOKENS, INC. also reserves the right to modify or discontinue the Service, temporarily or permanently, with or without notice to User. User hereby agrees that COLLEGETOKENS, INC. shall not be liable to User, User's agent or representatives, or any third party for any modification or discontinuance of the Service.

PROPRIETARY RIGHTS:

User acknowledges and agrees that, as between User and COLLEGETOKENS, INC., all content, including but not limited to text, software, graphics, video, page layout and design or other material displayed by Service is protected by COLLEGETOKENS, INC. copyrights, trademarks, service marks, patents, or other proprietary rights and laws. User hereby agrees not to modify, copy, reproduce, republish, upload, post, transmit, sell, or distribute in any way content available through the Service.

EXTERNAL LINKS:

The Service may contain links to other Internet sites, resources and members of the Service. COLLEGETOKENS, INC. is not responsible for the availability of these outside resources, or their contents, and does not endorse (and is not responsible for) any of the contents, advertising, products or other materials on such sites. Under no circumstances shall COLLEGETOKENS, INC. be held responsible or liable, directly or

indirectly, for any loss or damages caused or alleged to have been caused by use of or reliance on any content, goods or services available on such sites. Any concerns regarding any external link should be directed to its respective site administrator or webmaster.

DISCLAIMER AND WARRANTIES:

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INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS.

EXCLUSIVE REMEDY: IF USER IS DISSATISFIED WITH THE SERVICE, THE CONTENT AVAILABLE ON OR THROUGH THE SERVICE, OR WITH ANY OF THE TERMS OF USE, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. NEITHER COLLEGETOKENS, INC. ITS OFFICERS, EMPLOYEES AND COLLEGETOKENS, INC./INFORMATION TECHNOLOGY SHALL BE RESPONSIBLE FOR ANY LOSS OF DATA RESULTING FROM NETWORK OR SYSTEM OUTAGES, FROM FILE CORRUPTION OR ANY OTHER REASON. USER FURTHER AGREES THAT COLLEGETOKENS, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION OR TERMINATION OF SERVICE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENT OR INTENTIONAL, INADVERTENT OR ADVERTENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, CONDITIONS, AND/OR LIABILITY FOR SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER.

ENTIRE AGREEMENT:

This Service Agreement constitutes the complete and exclusive agreement between COLLEGETOKENS, INC. and User with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. User acknowledges and agrees that COLLEGETOKENS, INC. is an intended third-party beneficiary of this Agreement.

MISCELLANEOUS:

The failure of COLLEGETOKENS, INC. to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid or contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the party's intentions and the other provisions of the Terms of Use shall remain in full force and effect. User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or to the Terms of Use must be commenced within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect or significance.