

## **Collegetokens Inc. Terms and Conditions of Use**

### **Terms For End Users**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Collegetokens's relationship with you in relation to this website.

The term "Collegetokens" or "us" or "we" refers to the business which owns the website and who is registered office is P.O. BOX 1208, Fayetteville, AR 72702. The term "you" refers to the user or viewer of our website.

For the purposes of these Terms and Conditions "End User" is defined as any person or persons using Collegetokens.com text messaging service through any medium for any purpose, whether intended or otherwise.

For the purposes of these Terms and Conditions "Business" is defined as any person, persons, or entity who participates in Collegetokens.com services to distribute any coupon or advertising messages.

The use of this website is subject to the following terms of use:

1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
2. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
3. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
4. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
5. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
6. Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.

7. This website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

8. If you are under the age of eighteen (18), get your parents permission before using Collegetokens.com.

9. Collegetokens.com will not charge individual users for using our service, it is free. However, standard text messaging rates will apply from your service provider.

10. Your use of this website and any dispute arising out of such use of the website is subject to the laws of Washington County, Arkansas and the federal courts for the Western District of Arkansas in connection with any action arising under this Agreement.

### **Terms and Conditions for Businesses and End Users**

By signing up for service by Collegetokens for one or more SMS Coupons to be placed on the Collegetokens.com website, a Business agrees to the following terms and conditions:

1. The following are the terms and conditions for use of the Service, along with any amendments thereto, and any operating rules or policies that may be published from time to time by Collegetokens, Inc. (collectively, the "Terms of Use"). Any person, entity or organization that uses the Service provided hereunder are hereinafter referred to as the "USER". Please read these provisions carefully. User and Business understanding and acceptance of these terms is required for access to and use of the Service. Subsequent renewals shall be priced at the Collegetokens Inc. rate then in effect. Collegetokens Inc. will notify each Business of the renewal rate yearly.

2. Upon receipt of Business's payment, Collegetokens, Inc.'s sole responsibility under this Agreement is to place Business's SMS Coupon(s) on the Collegetokens.com website and/or place Business's discount card advertisement on specified Collegetokens in accordance with the information provided by Business. Upon written notice by Business of any discrepancies or desired changes, Collegetokens, Inc. shall use due diligence to make such changes. Business acknowledges that Collegetokens, Inc. shall retain total discretion not to place Business's SMS Coupon(s) on Collegetokens.com and/or Discount Card Ad(s) on Collegetokens(s) if Collegetokens, Inc. deems the content to be sexually explicit or suggestive, violent, illegal, immoral or otherwise not in accordance with the values, standards and policies Collegetokens, Inc. sets forth from time to time. Should Collegetokens, Inc. find itself unable to approve Business's SMS Coupon(s) Collegetokens, Inc. shall notify Business and advise of any and all necessary changes. In the event Business is unable or unwilling to modify Business's SMS Coupon(s) on Collegetokens(s) as required by Collegetokens, Inc., Collegetokens, Inc. shall refund any payment submitted to Collegetokens, Inc. by Business in good faith unless Business's purpose, as deemed by Collegetokens, Inc. in Collegetokens, Inc.'s sole discretion, was to

submit copy knowingly in direct violation of this clause. Should Business elect to modify, alter or change Business's SMS Coupon(s), in any way following initial approval, Collegetokens, Inc. shall have the right once again to approve / disapprove Business's modified, altered or changed copy; however, in the event that a coupon is not approved, Business shall not be entitled to a refund.

**3.** Collegetokens, Inc. has no obligation to provide any creative, design, technical or production services to Business and the nature and extent of any such services which Collegetokens, Inc. may provide to Business shall be determined by Collegetokens, Inc. in its sole discretion. All of Business's advertisement logo copy provided by Business must be submitted to Collegetokens, Inc. by emailing [help@collegetokens.com](mailto:help@collegetokens.com) in a PEG, GIF, or PNG file format.

**4.** Business and/or End User is solely responsible for and agrees to indemnify and hold Collegetokens, Inc. and/or any third party harmless from any legal liability arising out of or relating to Business's respective goods and services and any content accessible to its customers which Business places on the Collegetokens.com website and/or Collegetokens(s). Business represents and warrants that it holds the necessary rights to permit the use of its goods and services and that the sale and use thereof will not violate any criminal or common law, any statutory rights or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or right of celebrity, violation of any anti-discrimination law or regulation, violation of any state or federal decency or obscenity law or regulation or any right of any person or entity. Business agrees to defend, indemnify and hold harmless Collegetokens, Inc., its successors, assigns, subsidiaries, agents, officers, directors, employees, attorneys, accountants, affiliates, distributors, and franchisees ("Releasees") from and against any and all liability, loss, damages, claims, or causes of action, lawsuits and expenses of any kind, including reasonable legal fees and expenses that may be incurred by Collegetokens, Inc. (including in-house attorneys' fees) in defending any such action, arising out of or related to Business's breach of any of the foregoing representations and warranties or any other terms and conditions in this Agreement.

**5.** All copyrights to templates, artwork, and graphics used to create Business's SMS Coupon(s) and/or Discount Card Ad(s) which are created by Collegetokens, Inc. and other templates or other original content located on the Collegetokens.com website shall remain the sole property of Collegetokens, Inc. or its licensors. Accordingly, except for any intellectual property rights Business may already have, Business acknowledges that it retains no exclusive copyright or intellectual property rights in the components used by Collegetokens, Inc. to create Business's SMS Coupon(s) or in Business's completed SMS Coupon(s). Should Business own any such trademark or other rights in its trade name, Business hereby grants Collegetokens, Inc. a non-exclusive worldwide license to market, display, license, distribute, reproduce, transmit, perform and promote Business's goods and services contained therein through the use of any of its trademarks, trade names and

service marks in connection with the Collegetokens.com website and/or Collegetokens(s).

**6.** Collegetokens, INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND Collegetokens, INC. HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING BUSINESS'S SMS COUPON(S) AND/OR DISCOUNT CARD AD(S) PLACED ON THE Collegetokens.com WEBSITE AND/OR ON Collegetokens(s), INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. BUSINESS ACKNOWLEDGES THAT Collegetokens, INC. SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING (I) THE NUMBER OF PERSONS THAT WILL ACCESS BUSINESS'S SMS COUPON(S) AND/OR DISCOUNT CARD AD(S) ON Collegetokens(s) (II) ANY BENEFIT THAT BUSINESS MIGHT OBTAIN FROM INCLUDING BUSINESS'S SMS COUPON(S) AND/OR DISCOUNT CARD ADVERTISEMENT(S) ON THE Collegetokens.com WEBSITE AND/OR ON Collegetokens(s) (III) OR THE FUNCTIONALITY OF THE Collegetokens.com WEBSITE.

**7.** UNDER NO CIRCUMSTANCES SHALL Collegetokens, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE Collegetokens.com WEBSITE OR FROM ANY OTHER ASPECT OF THE RELATIONSHIP PROVIDED FOR BY THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. Collegetokens, INC. SHALL NOT BE LIABLE TO BUSINESS UNDER THE AGREEMENT FOR MORE THAN THE AMOUNTS PAID TO Collegetokens, INC. BY BUSINESS HEREUNDER.

**8.** The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties in any way. Neither party nor its employees has the authority to bind or commit the other party in any way, or to incur any obligation on its behalf.

**9.** This Agreement, coupled with the Payment terms and conditions, and privacy statement, and contract signed at payment sets forth the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral and written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by Collegetokens, Inc.

**10.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Arkansas, without regard to its conflict of law provisions. Business

hereby irrevocably consents to the exclusive jurisdiction of the courts of Washington County, Arkansas and the federal courts for the Western District of Arkansas in connection with any action arising under this Agreement.

**11.** In the event any provision of this Agreement is held invalid by a court with jurisdiction over the parties to the Agreement, the remaining provisions of this Agreement shall remain in full force and effect.

**12.** Collegetokens, Inc. shall not be liable for delay or default in performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, floods, accidents, earthquakes, telecommunication line failure, storms, acts of war, riots, government interference, strikes and/or walk-outs.

**13.** Each party represents and warrants that (i) such party has the necessary right, power and authority to enter into this Agreement; and (ii) nothing contained in this Agreement or in such party's performance hereunder will place such party in breach of any other contract or agreement to which it is a party. If Business fails to abide by any of the above terms and conditions after initial approval of Business's SMS Coupon(s) Collegetokens, Inc. shall terminate this Agreement immediately and immediately remove Business's SMS Coupon(s) from the Collegetokens.com website. In that event, Collegetokens, Inc. shall not be obligated to provide any refund whatsoever of any monies Business has paid following the initial approval of Business's copy.

**14.** UNDER NO CIRCUMSTANCES SHALL Collegetokens, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE TO THE END USER OF THE Collegetokens AND/OR Collegetokens SERVICES. Collegetokens, INC. ASSUMES NO RESPONSIBILITY AND SHALL BE HELD HARMLESS WITH REGARD TO ANY COST, LIABILITY, OR DAMAGES INCURRED BY ANY END USER OF THE Collegetokens AND/OR Collegetokens SERVICES.

BY SIGNING THE CONTRACT REFERRING TO TERMS AND CONDITIONS AND/OR COMPLETING THE REGISTRATION PROCESS OR CLICKING THE "SEND COUPON BY TEXT" BUTTON, THE BUSINESS OR USER IS HEREBY AFFIRMING THAT THE USER IS AT LEAST 18 YEARS OF AGE, THAT USER HAS READ THE PROVISIONS IN FULL, THAT USER UNDERSTANDS ALL PROVISIONS HEREIN BELOW, AND THAT USER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS TERMS OF USE.

**15.** To have access to, authorization and use of the Service, the User must agree to the registration process that is presented upon the User acceptance of the Terms of Use.

During the registration process,

User agrees to:

- (a) provide true, accurate, current and complete information about User and organization, if applicable, as prompted by the forms
- (b) to maintain and update this information to keep it true, accurate, current and complete
- (c) Notify Collegetokens, Inc. immediately of any unauthorized use of account or any other breach of security.
- (d) Protect passwords from unauthorized use.
- (e) Allow Collegetokens.com to use your corporate logo on the web site.

If any information provided by User during the registration process is untrue, inaccurate, not current or incomplete, Collegetokens, Inc. has the right to terminate business account immediately and refuse any and all current or future use of the Service. As part of the registration process, User will receive a password and account designation. User is responsible for maintaining confidentiality of User password and all account information.