

## USER AGREEMENT

This User Agreement ("Agreement") is between you and SAVVERS, with a principal place of business at One Bergen County Plaza, Hackensack, NJ 07601. This Agreement shall apply to the following SAVVERS web site. Your rights and obligations under this Agreement and in using this Site are not assignable. Your use and access of the SAVVERS web site constitutes your acceptance, without modification, of the terms, conditions and notices contained herein. In addition, when using particular SAVVERS services, you shall be subject to any posted guidelines, rules, and policies applicable to such services that may be posted from time to time. All such guidelines, rules, and policies are hereby incorporated by reference into this Agreement.

By using the SAVVERS web site, you acknowledge that you have read this agreement and that you accept the terms herein. Please read the following terms carefully. If you do not agree to the terms and conditions of this Agreement, you may not access, view, obtain goods or services from, or otherwise use the SAVVERS web site.

1. You acknowledge that upon becoming a member of SAVVERS, you are automatically subscribed to receive notifications regarding updates or benefits. If you would not like to receive these notifications, you can remove yourself from these lists at any time by written request.

2. By using SAVVERS, you agree to abide by the terms and conditions contained in this agreement. You also affirm that, to become eligible for membership in the SAVVERS Discount Program, you must meet at least one of the following criteria:

- A. You are a senior citizen over 60 years of age, or
- B. You are a veteran or current member, or spouse or child of a veteran or current member, of the Armed Forces of the United States. If a veteran of the Armed Forces of the United States, you must not have received a dishonorable discharge, or
- C. You are a recognized civic volunteer or emergency responder, or spouse or child of (and residing with) a recognized civic volunteer or emergency responder.

If you meet one of the above criteria, you may apply for membership to the SAVVERS Discount Program. Membership for eligible parties is subject to the discretion of SAVVERS.

3. You acknowledge that it is the obligation of new members to provide SAVVERS Discount Program with the current and accurate information requested as part of the application process.

4. You acknowledge that SAVVERS reserves the right to terminate your use of this site or access to any services and products provided through the site.

5. You agree to the terms and conditions of the SAVVERS Discount Program Privacy Policy, hereby incorporated by reference, which details the ways in which we and other parties might use personal information that belongs to you.

6. You are responsible for regularly reviewing this User Agreement. SAVVERS Discount Program reserves the right, at its sole discretion, to change, modify, add, remove or terminate any portion of this Agreement, in whole or in part, at any time, without prior notice. Continuing to use the site after changes have been made will act as acceptance of any changes in this agreement.

7. We reserve the right to release information to the proper authorities, as a result of a violation of our standards or unlawful acts, if the information is subpoenaed and/or if we deem it necessary and/or appropriate. SAVVERS Discount Program has the right, but not the obligation, to refuse service, terminate membership, or remove or edit content, in its sole discretion.

8. The SAVVERS Discount Program web site contains information and press releases about us. While this information was believed to be accurate at or near the date prepared, we disclaim any liability arising from its accuracy and any duty or obligation to update this information or any other content. Our Site may include statements concerning our operations, prospects, strategies, financial condition, future economic performance, and demand for our products or services, as well as our intentions, plans, and objectives that are forward-looking statements. These statements are based upon a number of assumptions and estimates that are subject to significant uncertainties, many of which are beyond our control. When used on our Site, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends," and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements.

9. SAVVERS Discount Program makes no warranty, express or implied, with respect to the content, information, or services provided through, or in conjunction with, the SAVVERS Discount Program web site. We make no guarantee of the accuracy, correctness or completeness of any information on the Site, and shall not be responsible for: (i) any errors of omission arising from the use of such information; (ii) any failures, delays or interruptions in the delivery of any content or service contained within the SAVVERS Discount Program web site; and (iii) any defamatory, libelous or unlawful material contained within the Site, including user Web pages, emails, opinions, advice, or statements. You acknowledge that reliance upon any such opinion, advice, statement, or information shall be at your sole risk. SAVVERS Discount Program has the right, but not the obligation, to correct any errors or omissions in any portion of the SAVVERS Discount Program web site.

10. SAVVERS Discount Program is not involved in any transaction between any parties who use our Site. There are risks that you assume when dealing with people who might be acting under false pretenses; all of which are borne by you alone. The SAVVERS Discount Program web site is a venue only. We do not screen, censor, or otherwise control the sponsors, their users or their behavior.

11. Gathering email addresses from SAVVERS Discount Program through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other users is prohibited.

12. The links found on the SAVVERS Discount Program web site will let you leave our web site and go to sites operated by parties other than SAVVERS. The linked sites are not under the control of SAVVERS Discount Program and we are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Such links by the SAVVERS Discount Program web site to sites maintained by third parties do not constitute an endorsement, guaranty, or warranty by SAVVERS, or any of its affiliates, of any third party or their content, nor the existence of a partnership, joint venture, agency, or other relationship between SAVVERS, or any of its affiliates, and any linked third party or their content. SAVVERS Discount Program does not assume any responsibility or liability for the actions, product, content and/or information of

these and other third parties and/or their web sites. You should carefully review their privacy statements and other conditions of use.

13. By offering links to a number of third party products and services, including sponsor advertisements, on our Site SAVVERS Discount Program makes no warranties or representations of any kind as to the content or suitability of the subject matter of any web site, product or service from any such third party business or individual. SAVVERS Discount Program expressly disclaims liability for direct, consequential, or incidental damages arising from the products, services, advertisements, actions, or web site content of these and any other third parties. Furthermore, you waive any claims against SAVVERS Discount Program for damages arising from such transactions or your reliance upon statements contained therein. You will not consider SAVVERS, nor will SAVVERS Discount Program be construed as, a party to such transactions, regardless of whether we may have received some form of revenue or other remuneration in connection with the transaction. Merchants are responsible for all aspects of order processing, fulfillment, billing, and customer service. You agree that use of such merchants is at your sole risk and is without warranties of any kind by us, expressed, implied, or otherwise, including warranties of title, fitness for purpose, merchantability and/or noninfringement. Under no circumstances is SAVVERS Discount Program liable for any damages arising from the transactions between you and the merchants found on the SAVVERS Discount Program web site or for any information appearing on merchant sites or any other site linked to or from our site.

14. Sponsors have the responsibility to ensure that any and all material submitted for inclusion on this web site comply with national, state and international laws. SAVVERS Discount Program is not liable for any error, omission, or inaccuracy in advertising material, and reserves the right to omit, suspend, or change the positioning of any such material submitted for insertion onto the site. Accepted advertisements are subject to terms and conditions stipulated by SAVVERS Discount Program, which are available upon request. Additionally, because links to goods and services as well as information provided by third parties may be governed by different terms of use, this agreement does not apply to such third-party services. It is your responsibility to review, acknowledge, and comply with the provisions of any applicable agreement to the use of goods or services provided by third parties.

15. The site is provided as is and without warranties of any kind, either express or implied. The County of Bergen, SAVVERS Discount Program and its sponsors shall not be liable to anyone using the site for any loss or injury incurred in whole or in part by negligence or contingencies beyond our control in procuring, compiling, interpreting, reporting, or delivering the site and any content therein. In no event will the County of Bergen, SAVVERS Discount Program or its sponsors be found liable to a user in reliance on such content or the site, nor shall we be liable to a user or anyone else for any direct, indirect, consequential, incidental, or punitive damages or any other damages even if advised of the possibility of such damages. You, the user, agree that any liability of the County of Bergen, SAVVERS Discount Program and its sponsors arising out of any legal claim (whether in contract, tort or otherwise) in any way connected to the site or the contents therein, is assumed by you, the user, by participating in this program as a member.

16. SAVVERS Discount Program, the County of Bergen and its sponsors make no warranty that its site, or the contents therein, are free from infection by viruses or anything else that has contaminating or destructive properties. In addition, certain links on the site lead to resources located on servers maintained by third parties over whom SAVVERS Discount Program has no control. SAVVERS Discount Program accepts no responsibility or liability for any of the material contained on those servers. You agree that you will not hold SAVVERS Discount Program responsible for any direct, indirect, incidental, special, or consequential damages arising out of the use of any third-party server by you at any time. We will notify you of any changes to this agreement by posting the current version at this location. You may terminate your membership at any time.

17. This Agreement shall be governed and constructed in accordance with the laws of the State of New Jersey without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court as deemed by law.

18. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement. The remainder of this Agreement shall continue in full force and effect.

19. Notices under this Agreement shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to SAVVERS Discount Program, Attention County Counsel, One Bergen County Plaza, Hackensack, NJ 07601.

20. This Agreement and our Privacy Policy contain the entire agreement between you and SAVVERS Discount Program with respect to this Site. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and SAVVERS Discount Program with respect to this Site. Any rights not expressly granted therein are reserved.

21. You agree that your use of the SAVVERS Discount Program web site is at your own risk. The SAVVERS Discount Program web site, including all content, software, functions, services, materials, and/or information made available, discussed on or accessed through the SAVVERS Discount Program web site, is provided "as is," without warranty of any kind. In no event shall SAVVERS Discount Program be liable for any direct, indirect, incidental, special or consequential damages arising out of, or in any way connected with, the use of the SAVVERS Discount Program web site or with the delay or inability to use the same, or with hypertext or graphic links to third parties, or for any breach of security associated with the transmission of sensitive information through the SAVVERS Discount Program web site or any linked site, or for any information, products, and services obtained through the SAVVERS Discount Program web site, or otherwise arising out of the use of the same, whether based on contract, tort, strict liability or otherwise, even if SAVVERS Discount Program has been advised of the possibility of damages and even if such damages result from SAVVERS Discount Program's negligence or gross negligence. Further, SAVVERS Discount Program disclaims any express or implied warranties, including, without limitation,

non-infringement, merchantability, and/or fitness for a particular purpose. We do not warrant that the functions contained in the SAVVERS Discount Program web site or any materials or content contained or available therein will be uninterrupted or error free, or that defects will be corrected, or that the SAVVERS web site or the server that makes it available is free of viruses or any other harmful components. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, SAVVERS Discount Program's liability shall be limited to the fullest extent permitted by law. Additional disclaimers appear within the body of this site and are incorporated herein by reference. To the extent any such disclaimers place greater restrictions on your use of this site or the material contained therein, such greater restrictions shall apply.

Effective July 30, 2005