

TERMS OF USE

READ CAREFULLY. This Terms of Use Agreement (“Terms of Use” or “Agreement”) applies to You (“You”) and Your (“Your”) use of 4SUREfun.com (“Site”). The Site is the property of 4SUREfun, LLC, a New Jersey Limited Liability Company (“4SUREfun” or “We”) together with its parents, subsidiaries, affiliates, and designees. 4SUREfun is an email and internet based promotional company, that supplies Realtors and/or vacationers with information regarding local business and activities that might be of interest to their tenants/themselves to enjoy while in the local area. Additionally, 4SUREfun does not endorse, recommend nor guarantee any of the business and/or clients that appear on the Site, or link from the Site.

4SUREfun reserves the right, at its sole discretion, to change, add, or remove portions of the Terms of Use, at any time and without notice. It is Your responsibility to review the Terms of Use each time before using the Site. Your continued use of the Site following the posting of changes will mean that You accept and agree to the changes. **You agree that, all and any actions based of the information on the site by You will be subject to the Terms of Use.** As long as You comply with the Terms of Use and any such modifications, 4SUREfun grants You a personal, non-exclusive, non-transferable, non-sub-licensable, limited privilege to enter and use the Site.

Consent To Collection, Use & Disclosure of Your Personal Information. As more fully described in the **Privacy Policy**, You must disclose certain personally identifiable information to use the Site, register and make purchases. As a condition of registering with the Site or making any purchases of any products and/or services or conduct any transactions, You represent that You have first read the **Privacy Policy** and consent to the collection, use and disclosure of Your personally identifiable information and non-personally identifiable information as described in the **Privacy Policy**. **The Privacy Policy may change from time to time, and as a condition of browsing the Site, using any features or making any purchase, You agree that You will first review the Privacy Policy prior to making any purchases.** While 4SUREfun takes reasonable steps to safeguard and to prevent unauthorized access to Your information, 4SUREfun cannot be responsible for the acts of those who gain unauthorized access to the Site, or Your information, and 4SUREfun makes no warranty, express, implied, or otherwise, that 4SUREfun will prevent unauthorized access to Your information. IN NO EVENT SHALL 4SUREFUN NOR ITS CLIENTS, SUBSIDIARIES, AFFILIATES, OR DESIGNEES NOR THEIR EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, LICENSEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, DESIGNERS, CONTRACTORS, DISTRIBUTORS, MERCHANTS, SPONSORS, LICENSORS, OR THE LIKE (COLLECTIVELY, “AFFILIATES”) NOR THEIR SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND REGARDLESS OF WHETHER 4SUREFUN WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

Intended Users. The Site is intended for use by individuals over the age of eighteen (18). The Site is not intended for use by children under the age of eighteen (18). Users of the Site under the age of eighteen (18) requires the assistance of a parent or guardian.

No Responsibility to Honor Mispriced Promotions, Products, Services, or Coupons. 4SUREfun, its Clients and Affiliates, shall have the right to refuse or cancel any mispriced coupons, promotions, or orders for products and/or services listed at an incorrect price, any other incorrect information or typographical errors. You agree that 4SUREfun, its Clients and Affiliates are not responsible or liable to You for any in-accurate information, regarding pricing, promotions, products or services displayed on the landing pages, Site's and social media pages.

Unsubscribe from Email. See the *Unsubscribe* link at the bottom of the E-Mail.

Indemnification. You agree to indemnify and hold harmless 4SUREfun and its affiliates and their successors and assigns, and other Users from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or related to Your use of the Site, Your violation or alleged breach of the Terms of Use, Your dispute with another User, the unauthorized access to the Site using Your credit card, or Your violation of any law, regulation, or third-party right.

DISCLAIMER OF WARRANTIES. By using the Site, You expressly agree that use of the Site is at Your sole risk. **The Site is provided on an "AS IS" and "as available" basis. Neither 4SUREfun nor its Affiliates warrant that use of the Site will be uninterrupted or error-free. Neither 4SUREfun nor its Affiliates warrant the accuracy, integrity, or completeness of the content provided on the Site or the products or services offered for sale from clients and third parties that link to or that are displayed on the Site. Further, 4SUREfun makes no representation that content provided on the Site is applicable to or appropriate for use in all locations and for all persons. 4SUREfun and its Affiliates specifically disclaim all warranties, whether expressed or implied, including but not limited to warranties of title and merchantability or fitness for a particular purpose.** No oral advice or written information given by 4SUREfun or its Affiliates shall create a warranty. Some states do not allow the exclusion or limitation of certain warranties, so the above limitation or exclusion may not apply to You.

LIMITATION OF LIABILITY. Under no circumstances shall 4SUREfun, its Clients or its Affiliates be liable for any direct, indirect, incidental, special, or consequential damages that result from Your use of or inability to use the Site, including but not limited to reliance by You on any information obtained from the Site that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, or any failure of performance. The foregoing Limitation of Liability shall apply in any action, whether in contract, tort, or any other claim, even if an authorized representative of 4SUREfun has been advised of or should have knowledge of the possibility of such damages. You hereby acknowledge that this paragraph shall apply to all content, merchandise and services available through the Site. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

4SUREFUN IS NOT RESPONSIBLE FOR ANY AND ALL HARM THAT ARISES FROM THE CONSUMPTION AND/OR USE OF THE PRODUCTS WE PROMOTE AND ADVERTISE. YOU AGREE TO HOLD 4SUREFUN FREE FROM ANY AND ALL LIABILITY IN TORT, CONTRACT, OR ANY OTHER LEGAL THEORY FOR ANY AND ALL HARM THAT ARISES FROM THE CONSUMPTION AND/OR USE OF THE PRODUCTS 4SUREFUN PROMOTES AND/OR ADVERTISES. YOU AGREE TO HOLD 4SUREFUN FREE FROM ANY AND ALL DAMAGES ARISING FROM THE CONSUMPTION OF AND/OR USE OF ANY PRODUCTS 4SUREFUN PROMOTES AND/OR ADVERTISES.

Termination. 4SUREfun may terminate Your order or access to the Site at any time, for any reason, without notice, in its sole discretion. You are personally liable for all activity prior to termination. YOU AGREE THAT 4SUREFUN WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR TERMINATION OF YOUR ACCESS TO THE SITE. 4SUREfun reserves the right to change, suspend, or discontinue any or all aspects of the Site at any time, without notice, in its sole discretion. If You become dissatisfied with the Site, Your only recourse is to immediately discontinue use of the Site.

DISPUTE RESOLUTION, BINDING ARBITRATION. PLEASE READ THIS SECTION CAREFULLY. THROUGH USE OF THIS SITE YOU ARE GIVING UP CERTAIN RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THAT YOU OR 4SUREFUN MAY HAVE WITH EACH OTHER THROUGH INDIVIDUAL ARBITRATION INSTEAD OF THROUGH COURT TRIALS, JURY TRIALS, OR CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

This Section is intended to be interpreted broadly to encompass all disputes or claims arising out of this Agreement, or Your purchase, or use of any product or service from 4SUREfun.

ANY DISPUTE OR CLAIM MADE BY YOU AGAINST 4SUREFUN ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR YOUR PURCHASE OR USE OF ANY 4SUREFUN SERVICE OR PRODUCT REGARDLESS OF WHETHER SUCH DISPUTE OR CLAIM IS BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY (TOGETHER, A “DISPUTE”) WILL BE RESOLVED BY INFORMAL NEGOTIATIONS OR THROUGH BINDING ARBITRATION, AS DESCRIBED BELOW.

Informal Negotiations. To expedite resolution and control the cost of a Dispute, you and 4SUREfun agree to first attempt to resolve a Dispute informally for at least thirty (30) days before initiating any arbitration. Such Informal Negotiations will commence upon written notice from one party to the other. You must send Your notice to info@4surefun.com. Please include in the subject line of the email “Request to Negotiate”.

Arbitration Procedures. If You and 4SUREfun are unable to resolve a Dispute through Informal Negotiations, either You or 4SUREfun may elect to have a Dispute resolved by binding

arbitration by notifying the other party of such election, only if not satisfied with the remedy after informal negotiations are complete.

YOU AND 4SUREFUN AGREE THAT IN THE EVENT EITHER PARTY ELECTS TO ARBITRATE, THE ARBITRATOR(S) DECISION SHALL BE BINDING. FURTHERMORE, ALL PARTIES TO THE ARBITRATION PROCEEDING AGREE AND CONSENT THAT ALL ARBITRATION PROCEEDINGS SHALL BE HELD IN GLOUCESTER COUNTY IN THE STATE OF NEW JERSEY.

You and 4SUREfun agree to waive the right to litigate any Dispute in court and before a jury, and agree that this Arbitration provision will be governed by the Federal Arbitration Act to the maximum extent permitted by law. You and 4SUREfun further agree that any arbitrator that arbitrates a Dispute under this provision is without jurisdiction to conduct a class arbitration or other representative proceeding, and may not consolidate one person's claims with another.

You and 4SUREfun agree that all issues of enforceability of this Agreement to Arbitrate – including issues relating to scope, validity, and unconscionability – will be decided by the arbitrator. If for any reason this Arbitration Provision is deemed inapplicable or invalid, You and 4SUREfun both waive, to the fullest extent allowed by law, the right to a jury trial and any claims relating to a Dispute to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

The Arbitration will be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and the AAA’s Supplementary Procedures for Consumer-Related Disputes (“AAA Consumer Procedures”), both of which are available at the AAA website www.adr.org, or which may be acquired by calling the AAA at 1 (800) 778-7879.

Any Arbitration will be confidential, and neither You nor 4SUREfun may disclose the existence, content, or results of any Arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

If any portion of this Arbitration Provision is determined by a court or the arbitrator to be inapplicable or invalid, then the remainder shall still be given full force and effect.

No delay or failure to take action under the Terms of Use shall constitute any waiver by 4SUREfun of any provision of the Terms of Use. If any provision of the Terms of Use is found to be invalid or unenforceable under applicable law, it shall be severed from the Terms of Use, and the remaining provisions of the Terms of Use shall continue in full force and effect. The Terms of Use will bind and inure to the benefit of 4SUREfun successors and assigns. Any Dispute under the Terms of Use shall be brought within one (1) year after the date of which the cause of action arises.

Costs of Arbitration. Payment of all arbitrator fee's, expenses, and administrative fees (which include filing and hearing fees) shall be paid for by the Party electing to Arbitrate. Where not in

conflict with any of 4SUREfun's Terms of Use, the Arbitration procedure will be governed by the American Arbitration Association.

In all Arbitrations, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence at the arbitration.

Assignment, Delegation, Transferability. The Terms of Use is personal to You and may not be transferred, assigned or delegated to anyone. Any attempt by You to assign, transfer or delegate the Terms of Use shall be null and void. 4SUREfun may freely assign the Terms of Use without consent or notice.

Notice. Except as expressly stated otherwise, all notices shall be given to 4SUREfun or its Affiliates or their successors or assigns at info@4surefun.com or to You at the email address You provide to 4SUREfun. Notice shall be deemed given twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. The Terms of Use (including all documents expressly incorporated herein by reference) constitutes the complete and exclusive Agreement between 4SUREfun and You, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. All provisions in the Terms of Use regarding representations and warranties, indemnification, disclaimers and limitations of liability, shall survive the termination of the Terms of Use.

PRIVACY POLICY

We take Your privacy seriously, and we want You to know how we collect, use, share and protect Your information.

This Privacy Policy tells You:

- What information we collect
- How we use that information
- How we may share that information
- How we protect Your information

INFORMATION WE COLLECT; Information You Give Us. We receive and may store any information You enter on our Site. For example, we collect information from You when You place an order and use any of our services.

The information we collect from You includes things like:

- Your name
- Your e-mail address

Automated Information Collection. To help us understand and enhance our interactions with You, we may permit web analytics and other providers to collect and process information on our Site using the technologies described above. We also may share personal information with those providers.

Areas of our Site and applications therein may collect certain information, such as the type of mobile device used, or Your specific geographical location. To allow any application to identify Your location, You must enable this functionality through Your mobile device's settings to allow the use of technologies such as Wi-Fi, GPS signals, cell tower position, or other technologies. 4SUREfun has no control over Your device's settings.

HOW WE USE THE INFORMATION WE COLLECT. We use the information we collect for things like:

- Fulfilling requests for information
- Marketing and advertising products and services
- Conducting research and analysis
- Communicating things like special events and surveys

We will retain Your information for as long as needed to provide You services, comply with our legal obligations, resolve disputes, and enforce our agreements.

HOW WE SHARE THE INFORMATION WE COLLECT. 4SUREfun does not sell, rent or trade Your personal information to third parties.

We may share Your information with third parties to perform services on our behalf such as:

- Sending marketing communications
- Fulfilling subscription services

- Conducting research and analysis

Sometimes we may be required to share personal information in response to a regulation, court order, or subpoena. We may also share information when we believe it is necessary to comply with the law. We may also share information to respond to a government request or when we believe disclosure is necessary or appropriate to protect the rights, property or safety of 4SUREfun, our customers, or others; to prevent harm or loss; or in connection with an investigation of suspected or actual unlawful activity. We may also share personal information in the event of a corporate sale, merger, acquisition, dissolution or similar event.

HOW WE PROTECT THE INFORMATION WE COLLECT. We use reasonable security measures to protect the confidentiality of personal information under our control and appropriately limit access to it. 4SUREfun cannot ensure or warrant the security of any information You transmit to us and You do so at Your own risk.

PROTECTING CHILDREN'S PRIVACY. We are committed to protecting children's privacy on the Internet, and we do not knowingly collect personal information from children under the age of thirteen (13).

LINKS TO OTHER WEBSITES. Our websites link to other websites, many of which have their own privacy policies. Be sure to review the privacy policy on the website You are visiting.

THIRD PARTY APPLICATIONS. 4SUREfun at times uses third party applications to process areas of the Site, including but not limited to; Facebook, MapQuest, and Yelp. Please refer to any and all third party application's Terms of Use and Privacy Policy prior to using their applications.

PRIVACY POLICY UPDATES. We may need to update our Privacy Policy as 4SUREfun changes. If We make material changes, including any change in ownership or uses of Your personal information, We may notify You by the email you have provided, or by means of a notice on this Site, prior to the change becoming effective, as well as inform You of any choices You may have with respect to these changes.