

CartCrunch Terms of Use

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1. General Description

Saverr Mobile, Inc., a Delaware corporation (“Saverr Mobile”, “we”, or “us”), provides CartCrunch, the mobile application providing you with price comparison capabilities (the “Application”) and the website (“www.cartcrunch.com”). By using the Application you agree to be bound by the Terms of Use (the “Terms of Use”, or the “Agreement”). If you wish to become a user (a “Consumer”) and make use of the Application (the “Service”), please read the Terms of Use.

The Terms of Use sets out the legally binding terms for your use of the Application. Saverr Mobile may modify the Terms of Use from time to time and such modification shall be effective upon posting an updated Terms of Use on the Application with or without any notice to you. You agree to be bound to any changes to the Terms of Use when you use the Application after any such modification is posted. You are responsible for reviewing any applicable changes. Please read them carefully. The Terms of Use and the Privacy Policy, incorporated herein by reference, govern your access to and use of the Application. The Terms of Use are a legal agreement between you and Saverr Mobile and apply to you whether or not you are a registered user or a visitor just browsing the Application.

YOU ACKNOWLEDGE AND AGREE THAT BY DOWNLOADING, ACCESSING OR USING THE APPLICATION, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE APPLICATION.

1. The Service

The Service is designed to provide price comparisons from different retailers based on lists of items you provide to us on your mobile device. As a Consumer, you can scan a receipt or select items to place on your shopping list\ “My cart”. Based on your list, Saverr Mobile will price comparisons for those products and inform you of deals and coupons available in your area.

Saverr Mobile reserves the right, at its sole discretion, to modify, discontinue or terminate the Application at any time without prior notice.

2. Account Registration and Eligibility

2.1 Residence; Age Requirement; Authority. In order to use any of the Services, you must be in a country in which Saverr Mobile is legally authorized to operate the Services and be at least 18 years of age. You represent that (i) you have read, understood, and that you agree to be bound by this Agreement, and (ii) you are at least 18 years old. If you do not agree to or cannot comply with any of the terms and conditions of this Agreement, please do not attempt to access any of the Services. NOT WITH STANDING ANY DESCRIPTIONS OR REPRESENTATIONS ON THE SERVICES, NOT ALL FEATURES OF THE SERVICES MAY BE AVAILABLE IN YOUR COUNTRY.

2.2 Registration. To use any aspect of the Application and become a Consumer, you may be required to register and provide certain information by using your existing third party social network (each, an “SNS”) (including, but not limited to, Facebook) login information (the “Account Information”). You agree to provide accurate Account Information and to update your Account Information as necessary to keep it accurate. Saverr Mobile will use your Account Information in accordance with its Privacy Policy. When registering on your mobile device, the Application will document your mobile device using an identifier (“Saverr Mobile Mobile ID”) assigned by Saverr Mobile. This is a number different from your unique mobile device identification (such as “UDID”) or phone number. By providing the Service with access to your mobile device, you consent to Saverr Mobile using the Application to send you service-related notices on your mobile device through the Application, including among other things notices required by law, in lieu of postal mail. You may not opt out of service-related message sent through the Application. We may also use the Application to send you other messages, including information about the Services and special offers. To end notification and messaging to you through the Application, you must uninstall the Application.

2.3 You will be responsible for providing the mobile device, network connection, and any other hardware and software necessary to use the Services.

2.4 Account Confidentiality. You agree that you will not allow others to use any aspect of your Account Information. You have responsibility for taking steps to maintain the confidentiality and security of your account. You agree to notify us immediately of any unauthorized use of your password and/or account. Saverr Mobile will not be responsible for any losses arising out of the unauthorized use of any of your Account Information and/or account and you agree to indemnify and hold harmless Saverr Mobile, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for any improper, unauthorized or illegal uses of the same.

2.5 Security. To prevent unauthorized access, to maintain data accuracy, and to ensure the appropriate use of Account Information, Saverr Mobile uses appropriate physical, technical and administrative procedures to safeguard the information we collect.

3. License to Saverr Mobile

By posting or contributing content to the Application, for example your product shopping list or scanned receipts you are granting Saverr Mobile a non-exclusive, royalty-free, perpetual, and worldwide license to use your content, including trademarks, in connection with the operation of the Services, including, without limitation, (a) the license rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your content, and/or to incorporate it into a collective work in any existing or future media, and (b) the right to sublicense any or all of Saverr Mobile's license rights to others.

4 Consumer Conduct

You may view, download for caching purposes only, and print pages and copy details of discounts, products, or other information available in the Application for your own personal use, subject to the restrictions set out below and elsewhere in these Terms of Use.

You agree not to do any of the following while using the Services:

- Use the Service in a manner inconsistent with any and all applicable laws and regulations.
- Sell or otherwise transfer your profile.
- Use your Account to do anything unlawful, misleading, malicious, or discriminatory.
- Do anything that could disable, overburden, or impair the proper working or appearance of Saverr Mobile, such as a denial of service attack or interference with page rendering or other Saverr Mobile functionality.
- Use the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by the Terms of Use
- Use the Services to reproduce copyrighted materials;
- Copy, store, edit, change, prepare any derivative work of or alter in any way any of the Programs or Tracks streamed through the Services;
- Make the Services available over a network where it could be used by others;
- Provide your Account Information, including your password, to any other person;
- Translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Services or any portion of them, except as expressly allowed under applicable law;
- Circumvent any technology used by Saverr Mobile or its licensors to protect content accessible via the Services;
- Rent, lease or sublicense any of the Services; or
- Use the Services in any way that violates the terms of this Agreement or other Concept.it policies.
- Encourage or enable any other individual to do any of the foregoing.

Saverr Mobile will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Services security issues, to the fullest extent of the law. Saverr Mobile may involve and cooperate with law enforcement authorities in prosecuting users who violate the Terms of Use. You acknowledge that Saverr Mobile has no obligation to monitor your access to or use of the Services or to review or edit any content, but has the right to do so for the purpose of operating the Services, to ensure your compliance with the Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Saverr

Mobile reserves the right, at any time and without prior notice, to remove or disable access to any content and any Listener, that Saverr Mobile, in its sole discretion, considers to be in violation of the Terms of Use or otherwise harmful to the Services.

5 Parental Notice

Pursuant to 47 U.S.C. Section 230(d) as amended, Saverr Mobile hereby notifies you that parental control protections (such as computer hardware, software, or filter services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protection is available on the Internet (e.g., http://en.wikipedia.org/wiki/List_of_content-control_software).

6. Content

6.1 Information Accuracy

Saverr Mobile makes no representation or warranty as to the accuracy or fitness for use of any products, offers, including, but not limited to, coupons, rebates, discounts, or the like posted on the Application or that any third-party will honor or acknowledge any such offers, coupons, rebates, discounts, or the like posted on the Application. Saverr Mobile is not responsible for providing any value for any offers, coupons, rebates, discounts, or the like posted on the Application. Saverr Mobile is not responsible for the change of information found on third-party websites or shop offers including but not limited to rebate information, pricing, availability or fitness for use. You understand that Saverr Mobile does not and cannot review all material made available through websites linked or linking to any part of the Application. Saverr Mobile does not warrant that the Application, or any functions contained in content on the Application, will be uninterrupted or error free, that defects will be corrected, or that the Application or the server that makes them available are free of viruses or bugs. IN NO EVENT SHALL SAVERR MOBILE OR ITS AFFILIATES 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 OFFERS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER SAVERR MOBILE WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

7 Copyright and Trademark Information

As between you and Saverr Mobile, you acknowledge that Saverr Mobile owns or has a license to all title and copyrights in and to the Application. All title and intellectual property rights in and to the licensed content in the Application is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties. You will not sublicense, assign, or transfer the license granted to you under this Terms of Use. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations in violation of the provisions of this Terms of Use is void.

You agree that all of Saverr Mobile's trademarks, trade names, service marks, and other logos and brand features, including "Saverr Mobile" and "CartCrunch", displayed on the Application ("Marks") are trademarks and the property of Saverr Mobile. You agree not to display or use Saverr Mobile's Marks in any manner without Saverr Mobile's prior permission. The Services may contain third-party trademarks, service marks, graphics, and logos. You are not granted any right or license with respect to Trademarks or the trademarks of any third party.

8. Privacy

Saverr Mobile cares about your privacy. It is important that you read and understand the terms of Saverr Mobile's Privacy Policy. Saverr Mobile may cooperate with and disclose information (including your Account Information) to any authority, government official or third-party, without giving any notice to you, in connection with any investigation, proceeding or claim arising from an asserted illegal action or infringement due to your use of the Application.

9. Termination

Without limiting other remedies, Saverr Mobile may at any time suspend, terminate, or refuse to provide you with access to the Services. If Saverr Mobile terminates, disables or suspends your access to the

Services for any reason you will not create another Saverr Mobile account without first receiving Saverr Mobile's express written permission to do so. Saverr Mobile may notify authorities or take any actions it deems appropriate, without notice to you, if Saverr Mobile suspects or determines, in its own discretion, that you may have or there is a significant risk that you have (i) failed to comply with any provision of the Terms of Use or any policies or rules established by Saverr Mobile; or (ii) engaged in actions relating to or in the course of using the Services that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, Saverr Mobile, any other third parties, or the Services.

Without limiting any other terms of the Terms of Use, you may stop using the Services and delete your Account Information at any time by uninstalling the Application from your mobile device.

After any termination, you understand and acknowledge that we will have no further obligation to provide the Services. Furthermore all licenses and other rights granted to you by the Terms of Use will immediately cease. Saverr Mobile will not be liable to you or any third-party for termination of the Services or termination of your use of either. UPON ANY TERMINATION OR SUSPENSION, ANY CONTENT, MATERIALS OR INFORMATION THAT YOU HAVE SUBMITTED VIA THE SERVICES WILL NO LONGER BE ACCESSIBLE BY YOU VIA THE SERVICES THEREAFTER.

Any suspension, termination or cancellation will not affect your obligations to Saverr Mobile under the Terms of Use (including, without limitation, proprietary rights and ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

10. Links to Third Party Websites

The Application may contain links to or information regarding third-party websites or resources. You acknowledge and agree that Saverr Mobile is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Saverr Mobile of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. Your dealings with, or participation in promotions of any third-party advertisers via the Services are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion. You agree that Saverr Mobile is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties via the Services.

11 Digital Millennium Copyright Act Policy

Notice and Takedown Procedure

It is our policy to expeditiously respond to clear notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act ("**DMCA**"). This section describes the information that should be present in these notices. The form of notice specified below is consistent with the form suggested by the DMCA (the text of which can be found at the U.S. Copyright Office Web Application, <http://www.copyright.gov>), but we will respond to notices of this form from other jurisdictions as well.

It is expected that all Consumers and retailers accessing any part of the Application will comply with applicable copyright laws. If Saverr Mobile receives proper notification of claimed copyright infringement, our response to these notices will include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating Consumer Account, regardless of whether we may be liable for such infringement under United States law or the laws of another jurisdiction.

If we remove or disable access to the Application in response to such a notice, we will make a good-faith attempt to contact the owner or administrator of the affected content so that they may make a counter notification pursuant to Sections 512(g)(2) and (3) of the DMCA. We may also document notices of alleged infringement on which we act.

Designated Agent

Saverr Mobile's Designated Agent to receive notification of alleged infringement under the DMCA is:

Saverr Mobile, Inc.
7 BRASTOW DR
MEDFIELD MA 02052
Attn: DMCA Agent
Email: eyal@cartcrunch.com

Upon receipt of proper notification of claimed infringement, Saverr Mobile will follow the procedures outlined herein and in the DMCA.

Infringement Notification

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Saverr Mobile's Designated Agent (listed above) the following information in a written communication (preferably via email):

1. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
2. Identification of the material on the Application that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Saverr Mobile to locate the material;
3. Information reasonably sufficient to permit Saverr Mobile to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
4. The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
5. The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed"; and
6. A physical or electronic signature of the owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that material is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

Counter Notification

A provider of content subject to a claim of infringement may make a counter notification pursuant to sections 512(g)(2) and (3) of the DMCA. To file a counter notification with us, please provide Saverr Mobile's Designated Agent (listed above) the following information in a written communication (preferably via email):

1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
2. Your name, address, and telephone number;
3. The following statement: "I consent to the jurisdiction of Federal District Court for the [insert the federal judicial district in which your address is located]";
4. The following statement: "I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent";
5. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and
6. Your signature, in physical or electronic form.

Upon receipt of such counter notification, Saverr Mobile will promptly provide the person who provided the original infringement notification with a copy of the counter notification, and inform that person that

Saverr Mobile will replace the removed material or cease disabling access to it in 10 business days. Saverr Mobile will replace the removed material and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the counter notice, unless our Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our system or network.

Repeat Infringers

In accordance with Section 512(i)(1)(a) of the DMCA, Saverr Mobile will, in appropriate circumstances, disable and/or terminate the accounts of brands, retailers or Consumers who are repeat infringers.

12. Special Notice for International Use; Export Controls

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Application nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

13. General Practices Regarding Use and Storage

You acknowledge that Saverr Mobile may establish general practices and usage limits on the Service. This may include the length of time we store your data, including product and brand preferences, as well as your maximum allotted product wish list space. You agree that Saverr Mobile is not responsible or liable for the deletion or failure to store any data or other content maintained by the Service. You further acknowledge that we may change these general practices and limits at any time without notice.

14. Disclaimers

EXCEPT FOR ANY APPLICABLE GUARANTEES THAT CANNOT BE EXCLUDED UNDER LOCAL APPLICABLE LAWS:

THE SERVICES (INCLUDING ANY SOFTWARE CONTAINED THEREIN) AND ANY UPGRADES OR PLUG-INS AND ANY LICENSED CONTENT ARE LICENSED TO YOU "AS IS." ANY USE OF THE SERVICES WILL BE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAVERR MOBILE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SAVERR MOBILE MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE SERVICES WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND SAVERR MOBILE DISCLAIMS ANY LIABILITY RELATING THERETO.

SAVERR MOBILE MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES THAT USE OR RESULTS OF THE USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, CURRENT, UNINTERRUPTED OR WITHOUT ERRORS. WITHOUT PRIOR NOTICE, SAVERR MOBILE MAY MODIFY, SUSPEND, OR DISCONTINUE THE SERVICES (INCLUDING ANY CONTENT) OR YOUR USE OF THEM. WHENEVER SAVERR MOBILE ELECTS TO MODIFY, SUSPEND, OR DISCONTINUE THE SERVICES, IT WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY.

YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY INFORMATION TO US IS AT YOUR OWN RISK. SAVERR MOBILE DOES NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

YOU UNDERSTAND THAT YOU MAY ENCOUNTER OFFENSIVE, INDECENT OR OTHER OBJECTIONABLE CONTENT WHEN USING THE SERVICES. SAVERR MOBILE WILL HAVE NO LIABILITY TO YOU FOR ANY SUCH CONTENT.

SOME OF THE CONTENT, PRODUCTS, AND SERVICES AVAILABLE THROUGH THE SERVICES MAY INCLUDE MATERIALS THAT BELONG TO THIRD PARTIES. YOU ACKNOWLEDGE THAT

SAVERR MOBILE ASSUMES NO RESPONSIBILITY FOR SUCH CONTENT, PRODUCTS OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SAVERR MOBILE OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Saverr Mobile is not responsible for any incorrect or inaccurate content posted on the Application or in connection with the Service provided. Saverr Mobile is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems, traffic congestion on the Internet, or at any application or combination thereof, including any injury or damage to Consumers or to any person's computer or mobile device related to or resulting from participation or downloading materials in connection with the Application and/or in connection with the Service. Under no circumstances shall Saverr Mobile be responsible for any loss or damage, including personal injury or death, resulting from use of the Service or from any content therein, whether online or offline.

15. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT THEREIN REMAINS WITH YOU. NEITHER SAVERR MOBILE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER OR MOBILE DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT THEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SAVERR MOBILE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT SAVERR MOBILE IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN NO EVENT WILL SAVERR MOBILE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED ONE HUNDRED U.S. DOLLARS (\$100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAVERR MOBILE AND YOU. THIS LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS INTENDED ONLY FOR THOSE JURISDICTIONS WHERE PERMISSIBLE.

16. Indemnity

YOU WILL INDEMNIFY AND HOLD SAVERR MOBILE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY SUITS OR CLAIMS ARISING OUT OF (I) YOUR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY INFRINGEMENT BY YOU OF THE COPYRIGHT OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) YOUR USE OF THE SERVICES.

17. Notice for California Members

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

18. General

18.1 Entire Agreement. The Terms of Use (including the Privacy Policy) constitutes the entire and exclusive understanding and agreement between Saverr Mobile and you regarding the Services, and the

Terms of Use supersede and replace any and all prior oral or written understandings or agreements between Saverr Mobile and you regarding the Services.

18.2 Assignment. You may not assign or transfer the Terms of Use, by operation of law or otherwise, without Saverr Mobile's prior written consent. Any attempt by you to assign or transfer the Terms of Use, without such consent, will be null and of no effect. Saverr Mobile may freely assign the Terms of Use. Subject to the foregoing, the Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

18.3 Notices. You consent to the use of: (i) electronic means to complete the Terms of Use and to deliver any notices or other communications permitted or required hereunder; and (ii) electronic records to store information related to the Terms of Use or your use of the Services. Any notices or other communications permitted to required hereunder, including those regarding modifications to the Terms of Use, will be in writing and given by posting to the Services.

18.4 Controlling Law and Jurisdiction. This Agreement will be governed by the laws of the State of Delaware, without regard to conflicts of laws provisions thereof. Except as expressly prohibited by applicable law, the exclusive jurisdiction for any claim, action or dispute with Saverr Mobile or relating in any way to your use of the Services will be in the state and federal courts of the State of California and the venue for the adjudication or disposition of any such claim, action or dispute will be in Delaware.

18.5 Waiver. The failure of Saverr Mobile to enforce any right or provision of the Terms of Use will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Saverr Mobile. Except as expressly set forth in the Terms of Use, the exercise by either party of any of its remedies under the Terms of Use will be without prejudice to its other remedies under the Terms of Use or otherwise. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of the Terms of Use will remain in full force and effect.

19. Contacting Saverr Mobile

If you have any questions about the Terms of Use, please contact Saverr Mobile at support@cartcrunch.com

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.