

Merchant Terms and Conditions

By registering to participate in the University of Denver Zone Card Program ("DU Zone"), Merchant agrees to the following Terms and Conditions for participation:

1

Merchant will offer a discount, product or service of your choosing ("Offer") to University of Denver community members, including students, faculty, staff and alumni, presenting a physical DU Zone card or on mobile ("DU Zone Cardholder"). Examples include: complimentary beverages and appetizers, buy one get one free offers, and % discounts. Because the card is associated with the University of Denver, all Offers are subject to approval by the University of Denver. The University of Denver may reject any Offers and/or remove you from participation in the DU Zone for any reason.

If the DU Zone card is produced in any form, physical, mobile, etc., merchants will consider the customers as DU Zone card holders and allow them to take advantage of the offers offered by the merchants under the DU Zone program.

2

Merchant will permit the use of your name, logo and a link to your website on the DU Zone website and in related publications.

3

Merchant will follow deadlines and timeframes for submission and duration of Offers.

4

Merchant will display the DU Zone sticker in a visible, public location at your business while you are participating in the DU Zone. If Merchant is removed from participation, Merchant will stop displaying the DU Zone sticker. Participation in the DU Zone does not grant you a right or license to use the University of Denver's name or logos (other than the DU Zone sticker) in any advertising or other communications without the express written consent of the University of Denver.

5

The University of Denver reserves the right to terminate the DU Zone at any time, in the University of Denver's sole discretion.

6

While it is our hope that the Offers presented in the DU Zone are appealing enough that participation is strong, the University of Denver makes no representations or warranties as to the results or benefits you may receive by participating.

7

Purchases and sales made through participation in the DU Zone are solely between you and the DU Zone Cardholder. The University of Denver has no responsibility or obligation with respect to any such transactions. So, you acknowledge and agree that under no circumstances shall the University of Denver be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from, or arise out of any DU Zone transaction.

8

The University of Denver may periodically make changes to the DU Zone, DU Zone website and these Terms and Conditions. Such changes will be posted on the DU Zone website and become immediately effective. Your continued participation in the DU Zone shall constitute your assent to such changes. Accordingly, you should visit the DU Zone website from time to time to review the then-current DU Zone and DU Zone website as well as the then-current and effective Terms and Conditions.

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These Terms and Conditions contain the complete understanding and agreement concerning your participation in the DU Zone, and supersede any prior oral or written understandings, representations, or agreements which have not been incorporated herein.

Disclaimer of Endorsement or Warranty

The University of Denver does not endorse, has no responsibility for, and makes no representations or warranties with respect to a) the merchants who offer products or services via the DU Zone Program; b) the quality of products or services that merchants offer or sell to DU Zone cardholders through the DU Zone Program; or c) the ability of merchants to meet their promises or obligations in connection with the sale of a product or service, including all express, statutory, and implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.