

## NEW JERSEY TURNPIKE AUTHORITY TERMS OF USE

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**Restriction on Your Use.** While using the Site, you will not:

- violate any laws, third party rights, or the Authority's policies set forth on the Site;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- distribute or post spam, chain letters, or pyramid schemes on or through the Site;
- distribute viruses or any other technologies that may harm the Authority or any other Site user; or
- harvest or otherwise collect information about other Site users, including email addresses, without their express consent.

Without limiting the foregoing, you are expressly prohibited from using this Site to solicit or otherwise to gather in any way other users' information for any purpose whatsoever, whether to promote, market or solicit products or services.

**Indemnity.** As a condition of use of the Site, you agree to indemnify and hold harmless the Authority, its commissioners, directors, officers, employees and agents against any and all liabilities, expenses (including attorneys' fees and costs) and damages arising out of any and all direct or indirect claims resulting from or relating to (i) your use of this Site, the information provided on the Site by the Authority, and/or (ii) any breach by you of the Terms of Use and/or the Privacy Policy.

**Governing law; Jurisdiction; Waiver of Jury Trial.** By accessing the Site, you agree that the laws of the state of New Jersey, without regard to principles of conflict of laws, will govern your use of the Site, and any dispute of any sort that might arise between you and the Authority. Any dispute relating in any way to your accessing the Site or the information provided on this Site shall be adjudicated in the federal courts for the District of New Jersey, or the state courts of the State of New Jersey sitting in Middlesex County, and **the Authority and you consent to exclusive jurisdiction and venue in such courts and waive any claim of inconvenience forum. YOU EXPRESSLY AGREE HEREBY, TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, TO WAIVE ANY AND ALL OF YOUR RIGHTS TO A TRIAL BY JURY.**

If any of the terms of the Terms of Use shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining term.

**Links.** The Site may contain links to other sites. The Authority makes no representations or warranties as to the information, goods or services offered through those sites, and by having a link on this Site to those sites, the Authority is not hereby endorsing the information, goods or services offered through those sites. You should review the terms of use of those sites, as you will be bound by them when visiting those sites. You proceed to these external sites at your own risk.

**Neither the Authority, nor its Commissioners, Directors, officers, employees, agents, or representatives, shall be liable for damages of any kind arising out of (1) the use of or reliance upon this Site or its content, or (2) the access to, use of, or reliance upon any links or pointers to information created or maintained by others on this Site. Access to links or pointers to information created or maintained by others shall not be considered an endorsement or recommendation by the Authority of the contents found therein. Communications with the Authority through this Site shall neither be considered to constitute legal notice when such notice is required by law, rule, or regulation, nor be deemed to be confidential for any purpose.**

**Infringing Material.** If you believe that any content or materials on the Site infringes upon any copyright that you own or control, you shall provide written notice to the Designated Agent set forth below:

The Digital Millennium Copyright Act requires that such notification must be in writing and include all of the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the material that is claimed to have been infringed or, if multiple copyrighted works of a single online site are covered by a single notification, a representative list of such works on the Site.
- (iii) Identification of the material 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 the Authority to locate the material.
- (iv) Information reasonably sufficient to permit the Authority to contact the complaining party, such as an address, telephone number and if, available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has 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.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed.

**Headings; No Waiver.** Headings are for reference purposes only and do not have any interpretative effect. The Authority's failure to act with respect to a breach by you or others does

not waive the Authority's right to act with respect to subsequent or similar breaches. The Authority does not guarantee the Authority will take action against all breaches of this Agreement.

**Entire Agreement.** The Terms of Use, together with the Authority's Privacy Policy [insert link], sets forth the entire agreement regarding your access to and use of the Site, and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and the Authority with respect to this Site.

**Date:** March 25, 2013