

## Terms of Service

Effective Date: November 17, 2020

This Terms of Service Agreement (the “Agreement”) governs your use of adendo.com (the “Site”), and any mobile device applications and any services made available to you by ConsultXprt, LLC (“ConsultXprt”, or “adendo.com”, or “we”, or “us”, “ours” or “our”, whether or not capitalized) on or through the Site (the “Services”). For purposes of this Agreement, “you” (“you”, “your”, “yours”, and “user”, whether or not capitalized) means the person using the Site or the Services or, if you are using the Site or Services on behalf of your company (or another entity), then “you” means your company (or such other entity), its officers, shareholders, members, agents, employees, consultants, affiliates, successors and assigns. All defined terms in this Agreement shall have the meaning ascribed to them by their definitions in the broadest possible sense, and whether or not they are capitalized.

### **A. Scope of the Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SITE OR THE SERVICES. YOUR USE OF THE SITE OR THE SERVICES CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE SITE OR THE SERVICES. IF YOU ORDER ANY PRODUCT OR SERVICE PROVIDED BY US THROUGH THE SITE, THEN ACCEPTANCE OF SUCH ORDER BY US IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO THIS AGREEMENT.

We are always looking for ways to improve the Site and the Services and, as a result, we may amend this Agreement at any time by posting an amended Agreement on the Site. Any amended Agreement shall automatically be effective on the date that it is initially posted on the Site. By using the Site or the Services, you acknowledge and agree to be bound by the current form of this Agreement and by its future amended versions. It is your responsibility to return to this Agreement from time to time to review the most current Agreement. We do not and will not assume any obligation to notify you of changes to this Agreement. The current Agreement will supersede any prior communications or agreement with respect to the Site or the Services, unless such agreement expressly states that it is not superseded by this Agreement.

### **B. Services Available on the Site**

Users of the Site, who simply browse the Site (“Guests”), may be able to view information, request information and engage in certain services on the Site. Users of the Site, who elect to register for an account on the Site (“Registered Users”), may be able to engage in certain other services on or through the Site or through mobile device application provided by us. The terms “Users” or “Customers” refers to both Guests and Registered Users.

We reserve the right for any reason, in our sole and exclusive discretion, to terminate, change, upgrade, suspend or discontinue any aspect of the Site or the Services, including, but not limited to, content, features, hours of availability or equipment required for access. We may also impose

limits on certain features of the Site or Services or restrict your access to part or all of the Site or Services without notice to you or penalty to us.

### **C. Proprietary Rights and License**

The Site, all the content (including, for example, audio, photographs, illustrations, graphics, video and software), code, data, works of authorship and materials on the Site, the look and feel, design and organization of the Site, and the compilation of the material on the Site (collectively, the “Content”) are protected by U.S. and international copyright, trademark and other laws. We own, solely and exclusively, all rights, title and interest in and to the Site, the Content, including, but not limited to, all intellectual property and proprietary rights in the Site and Content. Your use of the Site and/or the Content does not grant to you any ownership in or to the Content or Site.

The trademarks, logos, service marks and trade names (collectively, the “Trademarks”) displayed on the Site or in connection with the Content made available through the Site are registered and unregistered Trademarks of Ours and may not be used except with our written permission. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without our explicit written permission. Your misuse of the Trademarks displayed on the Site or on or through any of the Site’s services is strictly prohibited.

We grant to you a limited, revocable, nonexclusive, non-transferable, personal license to access, display and copy the Content for subject to and conditioned on your continued compliance with all the provisions in this Agreement. This license is granted solely to allow you to visit and display the Site and to use the Services as permitted by this Agreement. You agree not to remove, alter or obscure any proprietary notices provided in or with the Content. All rights not expressly granted in this Agreement are reserved.

### **D. User Accounts**

Users who create an account (“Account”) on the Site, acknowledge and agree to the following provisions with regard to their Account:

- To provide complete and accurate information to create your Account and to keep your Account information up-to-date.
- To choose a user name and password for your Account. You understand that it is your responsibility to choose a user name and password and to maintain the confidentiality of your password and Account. If you share your password with anyone it may jeopardize the security of your Account and you do so completely at your own risk. You agree to notify us promptly if you become aware that your password or Account has been used without your consent. To do so, please contact us at [info@adendo.com](mailto:info@adendo.com) as soon as possible after becoming aware of unauthorized use of your password or Account.

- That, in our sole and exclusive discretion, we may refuse to grant you, and that you may not use, a user name that belongs to or is already being used by another user or that is offensive. If you believe that another user's user name infringes on your rights, then please send us a notice at [info@adendo.com](mailto:info@adendo.com) and follow the procedures provided in this Agreement.
- Not to impersonate any other person, thing or entity through your user name.
- Not to access anyone else's Account without that person's permission.
- Not to use the Site or Services if you are less than 18 years of age without the consent of your parent or guardian, who agrees, on your behalf, that you will comply with this Agreement.
- That certain pages on the Site may be restricted to users over the age of 18 and you agree not to access or attempt to access such pages if you are not over the age of 18.
- Not to post or display any content that is pornographic, obscene, hateful or offensive, or that is not suitable for minors.
- That we may temporarily or permanently discontinue providing the Site or the Services at any time and that as a result you may be prevented from accessing the Site, the Services and your Account, and that we shall have no liability to you whatsoever if we temporarily or permanently discontinue providing the Site or the Services at any time.
- To be solely responsible for all activities that occur under your Account.
- That any hardware and software required to use the Site or the Services or your Account is your sole responsibility.

If you create or administer an Account on the Site for another person or entity, you acknowledge and agree to the following provisions with regard to the Account:

- You will abide by all provisions of this Agreement applicable to individual Accounts.
- You represent that you are properly authorized to represent the person or entity for which you initiate or administer an Account.
- You represent that the other person or entity for whom you are creating or administering an Account agrees to abide by all the provisions of this Agreement with regard to the Account.

To the extent that you post or otherwise provide us with content, including photographs, audio, text, graphics or other works of authorship, on or through the Site or Your account, you grant to us a non-exclusive, fully paid up, royalty free, irrevocable, unlimited, worldwide license to reproduce, display, perform, use and create derivative works from such content.

## **E. Our Reserved Rights**

We reserve the following rights:

- To suspend or terminate the Account of anyone who violates this Agreement or for any reason that we, in our sole and exclusive discretion, deem necessary.
- To change or alter the Site, the form and nature of the Site or any Services provided through the Site, including requiring payment for some or all uses of the Site, at any time.
- To review, modify, filter, disable, delete and remove any and all content and information from the Site.
- To update and download automatically any software provided on or through the Site.
- To cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that you provide, if we decide, in our sole and exclusive discretion, that such disclosure is in our best interests or our Customer's best interests.
- To display advertising and promotions, which may be targeted to certain users or sections of the Site based upon queries made or preferences indicated, and may not be identified as paid advertisements or promotions, and to not share with you any payment we may receive for such advertisements or promotions.

You acknowledge and agree that the foregoing are our rights, but not our obligations, and that we may, but are not obligated to, exercise any of these rights.

## **F. Prohibited Uses**

You may use the Site and the Services only for lawful purposes. You may not transmit, post, store, distribute, display or present any information, software, data, file or material in violation of any applicable law or regulation. You may not use the Site or the Services to facilitate, or otherwise assist others in, the violation of any law or regulation.

You are solely responsible for ensuring that materials transmitted, posted, stored, distributed, displayed or presented using the Site or the Services comply with this Agreement and all applicable laws and regulations. We do not review, edit, censor or take responsibility for any information that you, or other users, may create, transmit, post, store, distribute, display or present using the Site or the Services.

You acknowledge and agree that you may not use the Site or the Services to:

- Post content or information that is obscene, hateful, threatening, defamatory, demeaning, or includes child pornography or any other form of pornography, or creates a risk to anyone's privacy or safety.

- Promote, do or further any unlawful, misleading, discriminatory or malicious activity.
- Solicit personal information from anyone under 18 years of age.
- Transmit unsolicited commercial messages (Spam), junk mail, pyramid schemes, chain letters or similar materials or information.
- Upload or transmit viruses, worms or other malicious code.
- Violate or infringe anyone's intellectual property rights, including copyrights, trademarks, patents and trade secrets. For instance, you may not use the Site or the Services to provide pirated or counterfeit works, information to circumvent copyright protection devices or links to such works or information or impermissibly use someone else's copyrighted work or trademarks.
- Violate or infringe anyone's privacy or publicity rights, such as impersonating another person or entity or posting images of someone without their permission.
- Forge or otherwise manipulate headers, tags or identifiers in order to disguise the origin of any message or transmittal that you send or receive on or through the Site or the Services.
- Falsely express or imply that we sponsor, endorse or are otherwise affiliated with you or your content.
- Violate any law, statute, ordinance or regulation including export, intellectual property and privacy laws.
- Interfere with, circumvent, disable or attempt to interfere with, circumvent or disable the Site or the Services, the proper working of the Site or the Services, security features of the Site or the Services, or the equipment connected to the Site or the Services.
- Impose an unreasonable or disproportionately large load on the infrastructure of the Site or our systems or networks.
- Restrict or inhibit any other person from using the Site or the Services (including without limitation by hacking or defacing any portion of the Site).
- Create a database by downloading and storing the Content or any part thereof.
- Violate this Agreement or encourage or assist anyone else to violate this Agreement.

You acknowledge and agree that you may not do any of the following without our explicit written permission:

1. Use, copy, republish, upload, distribute, collect, modify, transmit, or post the Content or the Site for commercial purposes.
2. Modify, remove, delete, augment, add to, publish, transmit, participate in the transfer, rental or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part.
3. Access or attempt to access the Site or collect or index information provided to us using any automated means, such as robots, spiders, scrapers, scripts, harvesting ‘bots, or similar means or equivalent automated, computerized, or manual processes. We grant operators of public search engines permission to use spiders and other automated means to collect and copy Content from the Site solely to the extent necessary to create publicly available searchable indices of such Content, excluding caching or archiving such Content. We reserve the right to revoke this permission at any time either generally or in specific cases.
4. Solicit, trace, track or otherwise collect any information from or about users by any means whatsoever.
5. Frame or use framing techniques to enclose the Site or any part thereof.
6. Use any metatags or any other “hidden text” using any of our Trademarks.
7. Reverse engineer, decompile or otherwise extract source code provided on or through the Site or the Services.

In addition to any remedies that we may have at law or in equity, if we, in our sole and exclusive discretion, determine that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary, in our sole and exclusive discretion, to cure or prevent the violation, including, without limitation, the immediate removal of materials that violate the foregoing prohibitions from the Site. We may, and are likely to, cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials. If we receive such a request from a third party, and we, in our sole and exclusive discretion, believe that such disclosure is in our best interests or our Customer’s best interests, we may disclose the identity of anyone posting such materials.

#### **G. Notice Regarding Electronic Payment Vendors**

Users should be aware some payments may be processed through PayPal, Stripe, credit or debit cards, or other electronic payment vendors. We may also provide applications and other services to merchants related to payment processing. Payments may not be processed for certain activities, such as for illegal or other prohibited activities. If you have a question as to whether a payment will be accepted, then we encourage you to check the policies of the applicable vendor.

Your relationship with the electronic payment vendors is separate from your relationship with us and is governed by the terms and conditions contained in such vendor’s agreement. Such terms

and conditions are available at the respective vendor's website. We are not responsible for the actions or omissions of any third party payment processor.

## **H. Submissions and Privacy**

In the event that you submit or post any ideas, creative suggestions, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become our sole property without any compensation or credit to you. We shall have no obligations with respect to such submissions or posts and we may use the ideas contained in such submissions or posts for any purpose in any medium in perpetuity, including, but not limited to, developing, manufacturing and marketing products and services using such ideas.

We agree to treat your personal information in accordance with the provisions of our then-current privacy policy ("Privacy Policy"), which is posted on the Site and which is incorporated into this Agreement by reference. You agree to our use of your personal information in accordance with such Privacy Policy.

## **I. Forums and Promotions**

The Site may provide certain areas for users to communicate with other users, including through blogs, chat rooms, online communities and the like ("Forums"). We do not endorse the content in the Forums and specifically disclaims any responsibility or liability to any person or entity for any loss, damage, injury, claim, liability or other cause of any kind or character based upon or resulting from any material, content or other communication provided through a Forum. We reserve the right, but are not obligated, to review messages in the Forums, and we are not responsible for the content of any such messages. In our sole and exclusive discretion, we reserve the right, but are not obligated, to delete, edit or remove a message, in whole or in part, posted to a Forum for any reason whatsoever and to exclude any user from using a Forum. Please be aware that when you post to a Forum, you are disclosing certain information to others. To protect your safety, please use your best judgment when using the Forums and carefully consider the information that you disclose in the Forums. We reserve the right to cooperate with any law enforcement, court, third party or government investigation or order requesting or directing us to disclose information posted to a Forum, or if we, in our sole and exclusive discretion, decide that such disclosure is in our best interests or the best interest of our Customers.

Additional obligations and restriction may apply to purchases of goods or services on or through the Site, and your compliance with such obligations and restrictions are made a part of this Agreement by this reference.

## **J. Copyright and Trademark Infringement**

We respect the intellectual property rights of others and expect you to do so as well. If you believe that any content on this Site infringes upon any intellectual property you own or control, you may send a written notification to [info@adendo.com](mailto:info@adendo.com) with the following information:

- (a) A description of the copyrighted work or other intellectual property that you claim has been infringed, with sufficient detail so that we can identify the alleged infringing material;
- (b) The URL or other specific location on the Site that contains the alleged infringing material described in (a) above, with reasonably sufficient information to enable us to locate the alleged infringing material;
- (c) Your name, mailing address, telephone number and email address;
- (d) The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you that the information contained in your notice is accurate and that you attest under penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

#### **K. Violations of This Agreement and Termination**

YOUR USE OF THE SITE OR SERVICES MAY NOT VIOLATE ANY OF THE PROVISIONS IN THIS AGREEMENT, YET NEVERTHELESS, WE MAY SUSPEND OR TERMINATE YOUR ACCOUNT OR SERVICES AND/OR REMOVE (TO THE EXTENT POSSIBLE) ANY MATERIALS, IF WE DETERMINE, IN OUR SOLE AND EXCLUSIVE DISCRETION, THAT YOU HAVE ENGAGED IN ANY ACTIVITY THAT VIOLATES THIS AGREEMENT OR BECAUSE IT IS IN OUR BEST INTERESTS OR THE BEST INTERESTS OF OUR CUSTOMERS AND USERS TO DO SO .

Except as set forth in Section K, we will not intervene or become involved in any disputes between you and a third party. Consequently, we reserve the right, in our sole and exclusive discretion, to suspend or terminate Services to you upon receipt of any third party complaint that you have engaged in any activity that violates this Agreement, that may otherwise subject us to liability for any reason, or that may cause us to incur legal fees or other expenses.

Without limiting our other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate this Agreement and your access to the Site or the Services and to your Account(s) if you fail to comply with any term or condition of this Agreement or for any other reason that we deem, in our sole and exclusive discretion, to be in our best interests or the best interests of our customers. We have no obligation to provide notice to you in the event of a



suspension or termination. We have no obligation to provide to you access to the Site or to the Services or to your Account(s) and we shall have no liability if fail or decline to do so. We may take such actions without providing you prior notice and at our sole and exclusive discretion. Upon the occurrence of your violation or failure to comply with the provisions of this Agreement, you agree to terminate access to the Site and Services. We may also report your activities to federal and/or state law enforcement agencies if in our sole and exclusive discretion we believe such reporting is warranted. Upon termination, those provisions of this Agreement that expressly or by their nature survive will continue in full force and effect.

#### **L. Linking to the Site**

You may link to the Site as long as you (a) link to the full version of an HTML formatted page of the Site; (b) not link directly to any image hosted on the Site, such as using an “in-line” linking method to cause the image hosted by us to be displayed on another website; and (c) not link from any other website to the Site in any manner such that the Site, or any page of the Site, is “framed,” surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Site be discontinued, and to revoke your right to link to the Site from any other website at any time.

#### **M. Indemnification**

**To the maximum extent permitted by law, you agree to indemnify us and hold us harmless and also indemnify and hold harmless our affiliates, shareholders, members, officers, directors, employees, agents, consultants, advisors, affiliates, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees), arising out of or related in any way to (1) your use of the Site and Services, (2) your submission, posting, transmittal, display, storage, distribution, removal or any other use of any User Information, Content and/or any other materials or content, (3) your violation of this Agreement, (4) your violation of any law or regulation, or violation of any proprietary or privacy right, (5) your violation of any third party intellectual property right, including, without limitation, copyright, patent, trademark or trade secret; or (6) any claim that your User Information or submission of any other information or content by you caused damage to a third party. This indemnification obligation will survive this Agreement and your use of the Site and Services. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.**

#### **N. Third Party Websites**

You may be able to link from the Site to third party website and third party website may link to the Site (“Linked Site”). You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Site, even if they are owned or run by our affiliates. Links to Linked Site do not constitute an endorsement or sponsorship by us of such website or the information, content, products, services, advertising, code or other materials presented on or

through such website. We disclaim any liability for links (1) from another website to the Site and (2) to another website from the Site. We cannot guarantee the standards of any website to which links are provided on the Site and we will not be held responsible for the contents of such website, or any subsequent links. We do not represent or warrant that the contents of any third party website are accurate, compliant with state or federal law, or compliant with copyright or other intellectual property laws. We are not responsible for any transmission received from any Linked Site. Any reliance on the contents of a third party website is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

#### **O. Disclaimer of Warranties**

YOU ACKNOWLEDGE AND AGREE TO ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE SERVICES AND THE CONTENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. NEITHER WE, NOR OUR OFFICERS, SHAREHOLDERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, ADVISORS, AFFILIATES, INFORMATION PROVIDERS, LICENSORS OR LICENSEES (“RELATED PARTIES”) MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICES OR THE CONTENT. NEITHER WE NOR ANY RELATED PARTIES ENDORSE OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF THE SITE, OR WITH RESPECT TO THE SERVICES OR ANY CONTENT, OR THAT THE SITE, THE SERVICES OR ANY CONTENT IS NON-DEFAMATORY, NON-INFRINGEMENT OR OTHERWISE LAWFUL. NEITHER WE NOR ANY RELATED PARTIES WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE, THE SERVICES OR THE CONTENT WILL BE COMPLETE, EFFECACIOUS, THOROUGH, UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE, THE SERVICES OR THE CONTENT WILL BE CORRECTED. NEITHER WE NOR ANY RELATED PARTIES GUARANTEE OR WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING WILL BE FREE FROM INFECTION BY SOFTWARE VIRUSES OR OTHER HARMFUL COMPUTER CODE, FILES OR PROGRAMS. THE SITE, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN “AS IS,” “WHERE IS,” “WHERE AVAILABLE” AND “AS AVAILABLE” BASIS. YOU ACKNOWLEDGE AND AGREE THAT ANY RELIANCE ON OR USE OF THE SITE, THE SERVICES AND THE CONTENT IS COMPLETELY AND WHOLLY AT YOUR SOLE RISK.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may or may not apply to You.

#### **P. Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL WE OR ANY RELATED PARTY BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR

BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SITE, ANY WEBSITE LINKED TO THE SITE, OR THE CONTENT OR SERVICES CONTAINED OR ACCESSED THROUGH SUCH SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE OR A RELATED PARTY ARE AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY PROBLEM WITH THE SITE, THE SERVICES OR THE CONTENT, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE, THE SERVICES OR THE CONTENT.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY USERS' CONTENT OR DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT YOU ASSUME THE FULL RISK OF HARM OR DAMAGE FROM THE FOREGOING.

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND YOUR USE OF THE SITE OR SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO US IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER. IF NO SUCH PAYMENTS HAVE BEEN MADE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

Some jurisdictions do not allow the limitation of liability for certain damages so the above limitation of liability may or may not apply to You.

#### **Q. Governing Law; Exclusive Jurisdiction**

You acknowledge and agree that this Agreement and the relationship between you and us shall be governed by the laws of the State of Utah, without regard to its conflict of law provisions. You agree that any cause of action that may arise under this Agreement or in connection with your use of the Site will be commenced and be heard only in the appropriate court having jurisdiction over Salt Lake City, Utah. You hereby consent to the exclusive personal jurisdiction of and venue in such courts. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

#### **R. Your Representations and Warranties**

By using the Site, the Services or the Content, you represent and warrant that:

- You are 18 years of age or older, an emancipated minor or the parent or guardian of a minor who you are authorizing to use the Site and the Services;

- You understand and agree that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Site and the Services in a manner consistent with all laws and regulations and in accordance with this Agreement;
- You are authorized to sign for and bind the person or entity using the Site or the Services;
- You will provide only true, accurate, complete and current information to us; and
- You will not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false headers, or otherwise conceal your identity from us or in any material that you post or submit on the Site for any purpose.

#### **S. Limitations on Claims**

You acknowledge and agree that any cause of action you may have with respect to your use of the Site or the Services must be commenced within one (1) year after the claim or cause of action arises.

#### **T. Entire Agreement and Assignment**

You acknowledge and agree that this Agreement together with all policies and agreements referenced herein constitutes the entire agreement between you and us with respect to the Site, the Services and the Content, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Site, the Services and the Content, unless an agreement specifically provides that it is not superseded by this Agreement. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

You acknowledge and agree that you may not assign this Agreement or any part of this Agreement without our express written consent. You acknowledge and agree that we may assign this Agreement or any part of this Agreement at any time and for any reason without your consent.

#### **U. Our Policy Concerning Children**

The Site and the Services are not intended for use by children or anyone under the age of 18. If you are under 18 years of age, you may use the Site or the Services only with the involvement and permission of your parent or guardian.

#### **V. Notice for California Users**

This notice is for California users of the Site: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted by mail

at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (914) 445-1254 or (800) 952-5210.