

CCMCN Website Terms of Use

Last updated and effective: 1/1/2023

This Terms of Use agreement (the “Agreement” or “Terms”) is a legally binding agreement between you as the user (“**you**”) and Colorado Community Managed Care Network (“**CCMCN**,” “**we**,” or “**us**”). These Terms govern your access to and use of this website, as well as any website or mobile website which links to these Terms (each a “**Site**” and collectively, the “**Sites**”), including any content, functionality, and services offered on or through the Sites (collectively, the “**Services**”). By continuing to use our Sites, you agree that such use is legally sufficient consideration under this Agreement.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE AS THEY AFFECT YOUR LEGAL RIGHTS. THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

BY ACCESSING THIS SITE OR USING THE SERVICES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT USE THIS SITE.

I. Use of the Services

- a. Eligibility to Use the Services. The Services are offered and available to users who are 18 years of age or older and reside in the United States or any of its territories. By accessing or using the Services, you represent and warrant that you are of legal age to form a binding contract with CCMCN and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services. CCMCN reserves the right to suspend, terminate or deny your access to the Services for any (or no) reason, with or without notice and without further obligation.
- b. Accounts. In order to access and use certain Services, you may be asked to register and create a user account (an “**Account**”). It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register for an Account is lawfully under your possession and control, true, accurate, current and complete. You are responsible for maintaining the confidentiality of your Account credentials, including your password, and for all activities and/or liabilities that originate from your Account, whether or not authorized by you. You agree that you will not share your username and password, or transfer, sublicense, sell or assign your rights in your Account to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your Account, login credential, or any other breach of security of which you become aware. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

- c. License. On the condition that you comply with these Terms, CCMCN grants you a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicenseable license and right to access the Sites and use the Services for your own personal, non-commercial use. Any other use of the Services is strictly prohibited, and a violation of these Terms. CCMCN reserves all rights not expressly granted in these Terms, including, without limitation, rights of title, ownership, intellectual property, and all other rights and interests in the Sites and Services, and all related items, including, without limitation, all rights in the Sites as a collective work. CCMCN may revoke or terminate the license granted above in its sole discretion, at any time. Without limiting the generality of the foregoing, we may revoke or terminate the license if you: (i) breach any obligation in this Agreement or in any other agreement between you and us, (ii) violate any policy or guideline applicable to the Services or Content, or (iii) use the Services or the Content other than as specifically authorized in this Agreement, without our prior written permission.
- d. Changes to these Terms. CCMCN may revise these Terms from time to time. CCMCN will use reasonable efforts to notify you of such changes. Such efforts might include posting notice on the Sites, an email to the address we have on file for you, or another method. However, please check the “Last Updated” legend at the top of this page to see when these Terms were last revised. Such revised Terms will be effective upon the date stated above—typically the date of posting. We encourage you to periodically review these Terms as there may have been changes to our policies that may affect you. If you do not agree to these Terms as modified, then you must discontinue your use of the Services. You understand and agree that your continued access to or use of the Services after the effective date of changes to these Terms indicates your acceptance of such revisions.
- e. Changes to the Services. CCMCN reserves the right to amend, modify, suspend, or terminate the Services, the Content, and any part thereof, without notice to you or liability, at any time and for any or no reason in our sole and absolute discretion.

2. Prohibited Uses. You may use the Services only for lawful purposes and in accordance with these Terms. You agree that you will not:

- a. Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through the Services any content that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising;
- b. Post to or transmit through the Services any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by us;

- c. Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Services;
- d. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Services, or express or imply that we endorse any statement you make;
- e. Violate, or attempt to violate, the security of the Services;
- f. Disseminate on the Services any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- g. Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Services;
- h. Interfere in any manner with the operation or hosting of the Services or monitor the availability, performance, or functionality of the Services;
- i. Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Services or to collect any information from the Services or any other user of the Services; or
- j. remove or modify any copyright or other intellectual property notices that appear on the Services;
- k. use the Services in any way that is unlawful, harms CCMCN's business, CCMCN's service providers, licensors, representatives or any other user, or breaches any policy or notice on the Services;
- l. link to or from the Sites to or from any third-party website that may portray us in a misleading, derogatory or otherwise defamatory manner or which may contain any material that is unlawful, harmful, fraudulent, tortious, vulgar, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising; or
- m. assist, encourage, or permit any persons in violating these Terms or other applicable laws or rules governing the use of the Services.

3. Representations and Warranties. You represent and warrant that:

- a. the performance of your obligations under these Terms will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties;

- b. you will use the Services only for appropriate, legal purposes, and in compliance with all applicable federal, state, and local laws and regulations, including export control laws. Any unauthorized use of the Services or Content is expressly prohibited;
- c. you agree that CCMCN will not be liable for any losses incurred as a result of a third party's use of the Services;
- d. any information submitted to the Services or to CCMCN by you will be true, accurate, and correct when submitted;
- e. you have the express permission of any person or entity whose email address or contact information you provide through a "subscribe," "email this," or other similar feature of a Site, to provide such information to CCMCN;
- f. you understand that, except as expressly stated in these Terms, these Terms do not grant you any license to use, reproduce, distribute, display or provide access to any portion of the Services on third-party websites, or otherwise;
- g. you are not a competitor of CCMCN or its licensors and are not using the Services for reasons that are in competition with CCMCN or its licensors; and
- h. if you use the Services in your capacity as an employee, owner or otherwise as an agent of another person or entity, you agree on behalf of yourself and such person or entity, jointly and severally, to be bound by these Terms.

4. Intellectual Property

- a. Ownership. CCMCN or its licensors own all of the content that is made available in connection with the Services (the "**Content**") and the features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) of the Services. CCMCN or its licensors also own the copyrights, trademarks, service marks, trade names and other intellectual and proprietary rights throughout the world associated with the Services and the Content, which are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- b. Restrictions. These Terms permit you to use the Services and Content for your personal, non-commercial use only. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display, perform or in any way exploit any of the Content in whole or in part, except as expressly authorized by the applicable rights holder. Except as expressly and unambiguously provided by these Terms, neither CCMCN nor any of its licensors grant you any express or implied rights, and all rights in and to the Services and the Content are retained by their holders.

c. **Trademarks.** The CCMCN name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of CCMCN or its affiliates or licensors. You must not use such marks without the prior written permission of CCMCN. All other names, logos, product and service names, designs, and slogans on the Sites are the trademarks of their respective owners.

5. Privacy. CCMCN respects your privacy and limits the sharing of data about you with third parties. Please see our Privacy Policy for more information.

6. Indemnification. You agree to indemnify, defend and hold CCMCN, as well as CCMCN's parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, including the shareholders, officers, directors, employees, agents and representatives of each of them (collectively, the "**Indemnified Parties**") harmless from any and all claims, liability, damages and costs (including, but not limited to, reasonable attorneys' fees) arising out of or relating to: (a) your access to or use of the Services; (b) your violation of these Terms, including, without limitation, your breach of any representation or warranty; or (c) your infringement of any intellectual property or other right of any person or entity. CCMCN reserves the right to, but is not obligated to, assume the exclusive defense and control of any matter for which you are required to indemnify the Indemnified Parties, and you agree to cooperate with CCMCN's defense of such claims. CCMCN will use reasonable efforts to notify you of any such claim, action or proceeding if and when CCMCN becomes aware of it.

7. Third Party Content and Links. The Services may include links to third-party products, services and websites, as well as materials provided by third parties (collectively, "**Third-Party Content**"). Neither these Terms nor the Services endorse or take responsibility for any Third-Party Content. You agree that the Indemnified Parties are not responsible for the availability or contents of Third-Party Content. You understand that the Indemnified Parties have no obligation to, and generally do not, approve or monitor materials provided by third parties through the Services. Your use of Third-Party Content is at your own risk.

8. Copyright Infringement Notices. It is our policy to expeditiously respond to 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 and the take down procedure we follow with respect to allegedly infringing material. If we receive proper notification of claimed copyright infringement, our response to these notices may include removing or disabling access to the allegedly infringing material and/or terminating or suspending users. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the provider of the allegedly infringing content so that they may make a counter notification pursuant to the DMCA. It is our policy to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect their copyrighted works that we determine are reasonable under the circumstances. If you believe that any Content on a Site infringes upon any copyright which you own or control, you may send a written notification to our designated copyright agent (the "**Designated Agent**"), identified below, 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.

info@ccmcn.com

720-925-5280

1212 South Broadway, Suite 200
Denver, CO 80210

To notify the provider of the allegedly infringing material to which we have removed or disabled access, we may forward a copy of your infringement notice, including your name and email address to the provider of the allegedly infringing material.

We may terminate users who, in our sole discretion, are deemed to be repeat infringers. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys' fees, incurred by us or the alleged infringer. If you receive an infringement notification from us, you may file a counter notification pursuant with our Designated Agent pursuant to the DMCA. To file a counter notification, please provide our Designated Agent with the following information:

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 was disabled;
2. Your name, mailing address, telephone number and email address;
3. The following statement: "I consent to the jurisdiction of [insert one of the following: (1) "the Federal District Court in which my mailing address is located", or (2) if you reside outside of the United States, "the United States District Court or the District of Colorado"]";
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 valid counter notification, we will promptly provide the person who provided the original infringement notification with a copy of your counter notification and inform that person that we will

replace the removed material or cease disabling access to it in ten (10) business days. Further, we will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of your counter notice, unless 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 you from engaging in infringing activity relating to the material on the Site.

9. Disclaimer of Warranties. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. CCMCN MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED THROUGH THE SERVICES. TO THE FULLEST EXTENT PROVIDED BY LAW, CCMCN WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES.

THE SERVICES AND ANY CONTENT OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CCMCN NOR ITS LICENSORS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER CCMCN NOR ITS LICENSORS REPRESENT OR WARRANT THAT THE SERVICES OR ANY CONTENT OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR OR MALWARE-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT A SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, CCMCN HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Limitations of Liability. CCMCN AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "**RELEASEES**"), SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SITES, ANY SITE CONTENT OR DOWNLOADED CONTENT, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS OR PROFITS, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), EQUITY, BREACH OF CONTRACT, OR OTHERWISE (AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR CCMCN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE). RELEASEES ALSO SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY SITES USER OR OTHER THIRD PARTY. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE RELEASEES EXCEED ONE HUNDRED DOLLARS (\$100.00 USD), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE FOREGOING LIMITATION OF LIABILITY, CCMCN'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. Disputes, Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

- a. Arbitration. Any dispute, claim or controversy arising out of or relating to these Terms or the Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms to arbitrate, shall be either determined by binding arbitration in Denver, Colorado before one arbitrator or submitted to small claims court in Denver, Colorado. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to these Terms shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of these Terms, including Rules 16.1 and 16.2 of those Rules.
- b. No Class Actions. YOU AND CCMCN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and CCMCN agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.
- c. Seeking Arbitration. If either you or CCMCN intend to seek arbitration or file a small claim court action, the party wishing to initiate arbitration must send to the other party, a written notice of the claim ("**Notice**"). The Notice to CCMCN must be addressed to: 1212 South Broadway, Suite 200, Denver, CO 80210. If CCMCN initiates arbitration, it will send a written Notice to an email address you have previously provided to CCMCN, if available. CCMCN may also use any other means to contact you. A Notice, whether sent by you or by CCMCN, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). If you and CCMCN do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or CCMCN may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be

downloaded from www.jamsadr.com. If you are required to pay a filing fee, after we receive Notice that you have commenced arbitration, CCMCN will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000 USD or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

- d. Hearing. If your claim is for \$10,000 USD or less, CCMCN agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds \$10,000 USD, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator's decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration, and arbitrator fees will be governed by the JAMS Rules.
- e. Award. In the event arbitration awards you damages of an amount at least \$100 USD greater than CCMCN's last documented settlement offer, CCMCN will pay your awarded damages or \$2,500 USD, whichever is greater.
- f. Injunctive Relief. Notwithstanding the foregoing, you and CCMCN both agree that you or CCMCN may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of these Terms unenforceable, that portion shall not be effective, and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach or default under these Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.
- g. Confidentiality. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.
- h. Governing Law and Rules. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Colorado, exclusive of conflict or choice of law rules. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the foregoing with respect to applicable substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to these Terms, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to these Terms, the arbitrator may not award any incidental, indirect, or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional

Arbitration Appeal Procedure (as it exists on the effective date of these Terms) with respect to any final award in an arbitration arising out of or related to these Terms.

12. Termination

- a. By you. You may terminate this Agreement by providing written notice of termination, including your detailed contact information and any Account information or other log in credentials, to us using the information in Section 14 (Contact Information) below.
- b. By CCMCN. We may terminate this Agreement by notifying you using any contact information we have about you or by posting such termination on a Site, including in your Account. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to the Services or any of their features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.
- c. Effect of Termination. Upon any such termination, (a) you must destroy all Content obtained from the Services and all copies thereof; (b) you will immediately cease all use of and access to the Services; and (c) we may delete your Account at any time. You agree that if your use of the Services is terminated pursuant to this Agreement, you will not attempt to use the Services under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of the Services after termination will be a violation of this Section, which survives any termination.
- d. Survival. The provisions of this Agreement concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

13. Miscellaneous

- a. No Assignment. These Terms, and any rights or obligations under these Terms, are not assignable, transferable or sublicensable by you except with CCMCN's prior written consent, but may be assigned or transferred by CCMCN without restriction. Any attempted assignment by you shall violate these Terms and be void and unenforceable.
- b. Beneficiaries. Nothing in these Terms is intended to, nor will be deemed to, confer rights or remedies upon any third party.
- c. Amendments; Waivers. CCMCN may modify these Terms as provided in Section 1(d) (Changes to these Terms). These Terms may not be modified, amended, or waived, in whole or in part, by you except by a written instrument signed by CCMCN. Except as expressly set forth herein, any failure of

either party to take action in response to any breach of these Terms by the other party shall not constitute a waiver of such breach or of performance required by the other party; and no waiver of any provision of these Terms shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided therein.

- d. Consent to Communications. When you use the Services or send communications to us through the Services, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Services. We may communicate with you by email or by posting notices on the Services. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by creating an Account or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Policy.
 - e. Entire Agreement. These Terms contain the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous representations, promises, agreements and understandings, whether oral or written, between the parties concerning the subject matter hereof. You may from time to time enter into binding legal agreements relating to certain services available through the Services, which may have terms that are different from those of these Terms. In the event of any inconsistency, the terms of such other agreement shall control with respect to such services.
 - f. Severability. If any provision of these Terms is deemed to be invalid or unenforceable, the remaining provisions of these Terms shall be valid and binding and of like effect as though such provision were not included.
 - g. New Jersey Residents. If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (i) Disclaimer of Warranty; (ii) Limitation of Liability; (iii) Indemnity; and (iv) under Disputes, the Arbitration and Class Action Waiver and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.
- 14. Contact Information.** If you have questions about these Terms, or if you have technical questions about the operation of the Sites, please contact us at 1212 South Broadway, Suite 200, Denver, CO 80210 or 720-925-5280 or info@ccmcn.com.