



## Site Terms of Use

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By accessing, viewing or using any part of the Site, you expressly agree to and consent to be bound by all of the terms of this Agreement. If you do not agree to all of the terms of this Agreement, you do not have arvc’s permission to access, view, use or link to any part of the Site. Any such unauthorized use violates arvc’s rights in the Site and is strictly prohibited.

If you have any questions about these terms, please contact

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## Site Registration

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To use certain services and access certain content available on this Site, you must register with the Site and provide certain personal information.

You must also establish a personal password. Any passwords used for this Site are for individual use only.

You will be responsible for the security of your password (if any). arvc will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that arvc considers insecure, arvc will be entitled to require the password to be changed and/or terminate your account. You agree that you will be responsible for maintaining the confidentiality of your password and for any activity of anyone gaining access through your account or by use of your login and passwords, whether or not directly authorized by you.

Please note that the arvc online community is powered by Ning. Ning has its own Terms of Use that can be found [here](#). In using the arvc online community, you agree also to abide by the terms and conditions of the Ning Terms of Use, as well as all other applicable Ning policies.

arvc is not responsible for any loss or damage arising from your failure to comply with the provisions of this section.

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## Use of Site

You shall be solely responsible for the security, confidentiality, integrity, and use of all messages and/or the content that you upload, submit, post, e-mail, or otherwise transmit using the Site or services ("User Content"). Likewise, you are responsible for respecting arvc's and third parties' rights with respect to Content that appears on the Site and not to download, e-mail, or otherwise transmit such Content in violation of arvc's and third parties' rights. arvc IS NOT RESPONSIBLE OR LIABLE FOR ANY USER CONTENT POSTED BY YOU OR ANY OTHER USER OF THE SITE.

You agree not to engage in unacceptable use of the Site. You agree not to:

- Submit, upload, post, email, or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright, or other proprietary material of any person or entity.
- Submit, upload, post, e-mail, or otherwise transmit any User Content that is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, pornographic, sexually explicit, invasive of another's privacy, hateful, or racially, ethnically, or otherwise offensive.
- Impersonate another person or entity, including without limitation, a representative of arvc or its officers, directors, employees, or agents; falsely represent or misrepresent your affiliation with another person or entity; or forge headers or otherwise manipulate identifiers that would disguise the origin of any Content transmitted through the Site or services.
- Submit, upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, including without limitation, initiation or perpetuation of any spam, junk mail, or any other potentially objectionable form of unsolicited communication.
- Use the Site or services for any purpose or in any manner that violates any local, state, or federal law or regulation.
- Directly or indirectly, intentionally or otherwise disrupt or interfere with the Site or services.
- Submit, upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other code, files, or programs designed or known to disable, interrupt, or limit the functionality of any computer hardware, computer software, or telecommunications equipment or facilities.
- Submit, upload, post, e-mail, or otherwise transmit without authorization any material that contains personal or private information concerning any third-party person or entity, including without limitation, phone number(s) or addresses, credit/debit cards, calling cards, account numbers, social security numbers, passwords, or other similar information.

- Use any kind of device, code or automated tool, including but not limited to scripts, bots and other software, to try to collect information from the Site to break into any of its servers, to circumvent or overcome the security features of the Site or any other aRVC service.

State and Federal antitrust laws and regulations apply to any communications on the aRVC Exchange. Your communications are your responsibility, and you should consult legal counsel with respect to your activities on this Exchange. Without limiting the forgoing, in order to avoid illegal collusion or the appearance of such, discussion of the following topics is strictly prohibited among ARVC members:

- Current, near-past or imminent pricing, costs or discounts.
- Profit margins.
- Credit policies or terms of sale.
- Terms offered to particular customers.
- Future business plans.
- Bidding tactics.
- Specific customers or suppliers.
- A boycott of any person or business.
- Allocation or division of markets, territories or customers.
- Wages and salaries paid by participants.
- The timing of a price increase or decrease.
- Any other competitively sensitive topic.

Please immediately inform aRVC of any violation of this policy. aRVC reserves the right to remove any posts it believes may be in violation of this policy. aRVC assumes no liability for your use of this exchange or your violation of any laws or regulations, including antitrust laws.

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## Privacy

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### Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT arvc SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES (EVEN IF arvc HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATING TO THE USE, INABILITY TO USE, OR RESULTING FROM THE USE OF THE SITE, ANY WEBSITES LINKED TO OR FROM THE SITE, THE CONTENT, SOFTWARE OR OTHER INFORMATION CONTAINED IN OR ON THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, REGULATIONS, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY. IF YOUR USE OF THE SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, EXCEPT THAT arvc's LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

### Indemnification

You agree to defend, indemnify and hold harmless arvc, its officers, directors, employees, agents, representatives, successors, assigns and related or affiliated organizations, from all liabilities, claims and expenses, including attorney's fees, which arise from your use or misuse of the Site, violation of these Terms of Use or violation of the Ning Terms of Use or other applicable Ning policies. arvc reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you shall cooperate with arvc in asserting any available defenses.

### Notice of Changes

arvc may update or change these Terms of Use. If such a change is made, arvc will post the revised Terms of Use on this Site. arvc reserves the right to add to, change, or terminate the services offered on this Site at any time. You understand

and agree that arVC may from time to time establish and revise practices and limitations concerning your use of the Site and services offered on the Site. You must periodically review these Terms of Use to remain in compliance with the most current requirements.

## **Termination**

This Agreement is effective upon your access or use of the Site and shall continue in full force until terminated.

arVC reserves the right to monitor content, including User Content, on this Site and any arVC online platform or service and to remove content, disable Sites, or suspend or terminate services if arVC, in its discretion, determines such content or user practices are harmful, offensive, or otherwise in violation of these Terms of Use. arVC reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without notice. Cause for such termination shall include, but not be limited to:

- (a) breaches or violations of the Terms of Use or other incorporated agreements or guidelines,
- (b) requests by law enforcement or other government agencies,
- (c) a request by you (self-initiated account deletions),
- (d) discontinuance or material modification to the Site (or any part thereof),
- (e) unexpected technical or security issues or problems,
- (g) engagement by you in fraudulent or illegal activities,
- (h) nonpayment of any fees, if any, owed by you in connection with the Site or services offered through the Site, and/or
- (i) arVC's sole convenience, without obligation.

## **Use and Disclosure of Information**

You acknowledge, consent and agree that arVC may access, preserve, and disclose your account information and any User Content submitted or posted to the Site if required to do so by law, by subpoena or court order, or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce these Terms of Use;
- (c) respond to claims that any such User Content violates the rights of third parties;
- (d) respond to your requests for customer service; or
- (e) protect the rights, property, or personal safety of arVC, its users, and the public.

## **Choice of Law, Jurisdiction or Venue**

These Terms shall be governed by and construed in accordance with the laws of the State of Colorado, excluding its conflicts of law principles. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of the Site shall be the state or U.S. federal courts located in Colorado, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

## **Severability and Integration**

Unless otherwise specified herein, these Terms of Use, and the arVC Privacy Policy and all other policies incorporated herein, constitute the entire agreement between you and arVC with respect to your access and use of this Site and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and arVC with respect to this Site. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## **No Waiver**

arVC's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by arVC in writing.

## **Section Titles**

The section titles in these Terms are solely used for the convenience of the parties and have no legal or contractual significance.

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