

Etendi Terms of Use

THESE ARE THE GENERAL TERMS AND CONDITIONS GOVERNING YOUR USE OF THIS WEBSITE AND OUR SERVICES. BY ACCESSING, USING OR REGISTERING AS A USER OF THIS WEBSITE OR ANY OTHER SERVICES OFFERED THROUGH OUR WEBSITE, YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT BASED ON THESE TERMS WITH ZIA CONSULTING, INC. THESE TERMS OF USE (THE "AGREEMENT") SET FORTH THE TERMS AND CONDITIONS GOVERNING YOUR USE OF THIS WEBSITE.

Introduction

Welcome to the Etendi website. This website, and the information, content, services and products it makes available (collectively, the "Site"), is provided to you by Zia Consulting, Inc., a Colorado corporation (the "Company" or "We").

Modifications to this Agreement

From time to time, in our sole discretion, we may make changes to this Agreement by updating this posting on the Site. At such time, we will specify the effective date of the new version of the Agreement. Your continued use of the Site following the posting of a new version of the Agreement constitutes your acceptance of the new version of the Agreement, including all changes thereto.

Contact Information

If you have any questions or concerns with respect to this Agreement or the Site you may contact the Company at <http://www.etendi.com/contactUs.html>.

Web Site Intended Audience/Disclaimer for Access Outside of the United States

This site is controlled, operated and administered by the Company from within the United States of America. The Company makes no representation that materials at this site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use this Site or export its materials in violation of U.S. export laws and regulations. If you access this Site from locations outside of the United States, you are responsible for compliance with all local laws. Moreover, this Site is directed to adults in the United States and is not intended for children under the age of thirteen.

Privacy

We describe our current practices related to personally identifiable information collected through the Site in our Privacy Policy and we may update our policies and practices from time to time at

our sole discretion. To the extent that there are inconsistencies between this Agreement and the Privacy Policy, this Agreement shall govern.

Your Use of Content and Information — Disclaimer with Respect to Content

A variety of information, content, software, including for example articles, reviews, directories, advice, messages, comments, posts, text, data, recommendations, letters, guides, text, photographs, images, illustrations, graphics, music, sound, audio clips, video, html, source and object code, trademarks, logos, and the like ("Content") is available on the Site. Some of the Content is provided by us or our suppliers, and other Content is provided by persons who use the Site ("Users"), such as User opinions and views provided via posts to chat rooms, blogs, bulletin boards, or discussion forums. While we strive to keep the Content that we post on the Site accurate, complete, and up-to-date, we cannot guarantee, and we are not responsible for, the accuracy, completeness, or timeliness of any Content, whether provided by us or our suppliers, or by Users of the Site. We do not have any obligation to prescreen, edit, or remove any Content provided by Users that is posted on or available through the Site. Any opinions, advice, statements or other information expressed or made available by Users or third parties, including but not limited to bloggers, are those of the respective User or other third party and not of the Company. We do not endorse and we are not responsible for the accuracy or reliability of any opinion, advice or statement made on the Site and we do not endorse or recommend any specific service providers or professionals mentioned on the Site. Notwithstanding the foregoing, we do have the right (but not the obligation), in our sole discretion and for any reason, to prescreen, edit, refuse to accept, remove, or move any such Content. Reliance on any information contained on the Site is solely at your own risk.

THE CONTENT AVAILABLE VIA THE SITE IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER ZIA CONSULTING, INC. NOR ITS SUPPLIERS OR USERS ARE ENGAGED IN RENDERING COUNSELING, LEGAL, OR OTHER PROFESSIONAL SERVICES OR ADVICE. SUCH CONTENT IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID. IT IS NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS.

Application of User Agreement Terms

If you chose to register with this Site, the additional terms and conditions of the Etendi User Agreement shall apply. In addition, if you chose to subscribe to one of the Company's subscription services, such as Etendi Bridge, the additional terms and conditions contained in the User Agreement related to that subscription service shall apply. To the extent there are inconsistencies between this Agreement and any User Agreement, the applicable User Agreement shall govern.

Ownership and Intellectual Property Rights

Ownership

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Consulting, Inc. does not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties, and you agree that Zia Consulting, Inc. will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third parties on the Site.

Disclaimer of Warranties and Limitation of Liability

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NEITHER ZIA CONSULTING, INC. NOR ANY OF THE RELATED PARTIES ASSUME RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE CONTENT AVAILABLE VIA THE SITE. YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH THE USE OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER ZIA CONSULTING, INC. NOR ITS RELATED PARTIES ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USERS OR THIRD PARTIES.

ADDITIONALLY, IN NO EVENT WILL ZIA CONSULTING, INC. OR ANY OF THE RELATED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY OTHER SUCH DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM (1) THE USE OF, OR THE INABILITY TO USE, THE SITE OR ANY

ITEM PURCHASED THROUGH THE SITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ITEMS, OR WEB SITES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (5) ANY OTHER MATTER RELATING TO THE SITE. THESE LIMITATIONS WILL APPLY WHETHER OR NOT ZIA CONSULTING, INC. OR ANY RELATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN THE EVENT OF ANY LIABILITY, THE COMPANY AND THE RELATED PARTIES SHALL BE COLLECTIVELY LIABLE ONLY TO THE EXTENT OF DAMAGES INCURRED BY YOU, NOT TO EXCEED U.S. \$100. ANY CAUSES OF ACTION YOU MAY HAVE WITH RESPECT TO THE COMPANY OR THE SITE MUST BE FILED IN A COURT OF COMPETENT JURISDICTION SITTING IN BOULDER COUNTY WITHIN TWO(2) MONTHS OF THE TIME IN WHICH THE EVENTS GIVING RISE TO SUCH CLAIM BEGAN OR YOU AGREE TO WAIVE SUCH CLAIM. REMEDIES UNDER THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS AND CONDITIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ZIA CONSULTING, INC. AND THE RELATED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, TRADE DISPARAGEMENT, PRIVACY, INTELLECTUAL PROPERTY INFRINGEMENT, AND CLAIMS THAT YOU HAVE FOUND SOMETHING YOU HAVE HEARD, VIEWED OR DOWNLOADED FROM THIS SITE OR ANOTHER WEBSITE TO WHICH IT IS LINKED TO BE OBSCENE, OFFENSIVE, DEFAMATORY, OR INFRINGING UPON YOUR INTELLECTUAL PROPERTY RIGHTS) AND DAMAGES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING FROM OR RELATING TO ANY ALLEGATIONS REGARDING: (1) YOUR ACCESS OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE OR THE INFORMATION CONTAINED ON THIS SITE OR OTHER WEBSITES TO WHICH IT IS LINKED; (2) THE COMPANY'S USE OF ANY CONTENT YOU PROVIDE; (3) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR MEMBERSHIP ACCOUNT, EVEN IF NOT POSTED BY YOU; AND, (4) ANY VIOLATION OF THIS AGREEMENT BY YOU.

Your Account

You are responsible for maintaining the confidentiality of any passwords associated with any account you have in connection with this Site, monitoring all activity under the account, and assuming full responsibility for all activities that occur under your account (unless we cause a security breach).

Submissions

The Company always welcomes suggestions and comments regarding the Site and/or the services we provide. Any comments, creative ideas or suggestions (collectively, “Submission(s)”) submitted to the Company or the Site, either online or offline, will become the Company’s property upon their submission. This policy is intended to avoid the possibility of future misunderstandings when projects developed by the Company might seem to others to be similar to their own submissions or comments.

By making a Submission to the Company, you represent and warrant that you or the owner of all rights to such content has expressly granted the Company an irrevocable world-wide right in all languages and in perpetuity to use and exploit all or any part of the Submission provided by you. Such Submission shall be deemed, and shall remain, the exclusive property of the Company. No Submission shall be subject to any obligation of confidence on the part of the Company, and the Company shall not be liable for any use or disclosure of any Submissions.

The Company shall be entitled to use, reproduce, modify, adapt, publish, translate, license, create derivative works from and distribute such material or incorporate such Submissions into any form, medium, or technology now known or later developed throughout the universe, for any purpose whatsoever – commercial or otherwise – without compensation to those who provide the Submissions.

You agree to waive all claims and have no recourse against the Company for any alleged or actual infringement or misappropriation of any rights in any communication, content or material you submit to us. In addition, you warrant that your Submissions do not violate any person’s so-called “moral rights” or other similar or analogous rights under any applicable law in any country or region of the world.

By making a Submission to the Company, you further warrant that such Submission does not infringe upon the copyrights or other rights of third-parties. Moreover, you agree to indemnify the Company for any and all claims, damages, losses, and causes of action arising as a result of your Submissions.

DMCA Policy

If you are notifying the Company of alleged copyright infringement, please provide the following information in the form required by 17 U.S.C. § 512:

1. Information reasonably sufficient to permit us to contact you such as your name, address, telephone number, and e-mail address;
2. A description of the copyrighted work that you claim has been infringed, or, if multiple copyright works are covered by single notification, a representative list of such works;
3. The exact URL or a description reasonably sufficient for the Company to locate the alleged infringing material;
4. A statement by you that you have a good faith belief that the disputed use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized agent to act on the copyright owner's behalf.

By this notice, the Company seeks to preserve any and all exemptions from liability that may be available under copyright law, but does not necessarily stipulate that it is a service provider as defined in 17 U.S.C. § 512(c) or elsewhere in the laws of the United States of America or any state or territory within the United States of America. Please provide this notice to the following Designated Agent for Notification of Claimed Copyright Infringement:

NAME: Michael A. Mahon

ADDRESS: 1615 Pearl St Ste A, Boulder, CO 80302

E-MAIL: support@etendi.com

TELEPHONE: 877-862-4190

FAX: 877-569-7942

Modification or Suspension of the Site

Zia Consulting, Inc. may at any time modify, discontinue, or suspend its operation of this Site, or any part thereof, temporarily or permanently, without notice to you.

Violation of Terms of Use

You understand and agree that in the Company's sole discretion, and without prior notice, the Company may terminate your access to the Site or exercise any other remedy available, if the Company believes that your use of the Site violates or is inconsistent with this Agreement, or violates the rights of the Company and/or any third-party, or violates the law. You agree that

monetary damages may not provide a sufficient remedy to the Company for violations of this Agreement, and you consent to injunctive or other equitable relief for such violations. Furthermore, the Company may release user information about you if required by law – e.g., without limitation, a subpoena or a search warrant.

Severability of Agreement

If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and that the remaining provisions contained in the Agreement shall continue in full force and effect.

Applicable Law

This Agreement and the resolution of any dispute related to this Agreement or the Site shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any principles of conflicts of law. Any legal action or proceeding between Zia Consulting, Inc. and you related to the Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Boulder County, Colorado, United States, and you agree to submit to the personal and exclusive jurisdiction of such courts.

These Terms of Use were updated to be effective as of August 1st, 2008.