

WEBSITE TERMS AND CONDITIONS OF USAGE

IMPORTANT! These Terms and Conditions (“Terms and Conditions”) govern your (the “User” or “You”) use of the 3rd Level Consulting Website located at 3rdLevelConsulting.com and its subdomains (collectively the “Website”) provided by 3RD LEVEL, INC. (the “Company”). These Terms and Conditions are subject to change by the Company at any time in its discretion. Your use of the Website after such changes are implemented constitutes your acceptance of the changes. Please consult these terms and conditions regularly. These Terms and Conditions were last updated: 04 April 2017.

1. PERMITTED USE

User has a nonexclusive, nontransferable, limited, and revocable right to use the Website solely for User’s personal educational, informational, and entertainment use. User will not use the Website for any other purpose, including any commercial purpose, without the Company’s express prior written consent. For example, User will not, and will not authorize any other person to, (i) Co-brand the Website or portion thereof, (ii) frame the Website or portion thereof (whereby the Website or portion thereof will appear on the same screen with a portion of another website), or (iii) access the Website by any means other than through the Website’s URL or by a data interface using methods and/or an API approved by approved by the Company in writing. “Co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner reasonably likely to give a User the impression that such other party has the right to display, publish, or distribute the Website or content accessible within the Website (the “Content”). User agrees to cooperate with the Company in causing any unauthorized Co-branding, framing or linking to immediately cease.

2. PROPRIETARY INFORMATION

User acknowledges and agrees that the content accessible within the Website is the proprietary information of the Company and its content providers, and the Company and its content providers retain all right, title, and interest in the Content. Accordingly, User will not reproduce, transmit, publish or distribute such Content to any third-party without the express written consent of the Company or the applicable content provider except that User may print out a copy of Content solely for User’s personal use. In doing so, User will not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content.

3. DISCLAIMER

THIS WEBSITE IS PROVIDED BY WEBSITE ON AN “AS IS” BASIS AND THE USE OF THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON THIS WEBSITE, INCLUDING ANY IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE STATUTORY WARRANTY AGAINST NON-INFRINGEMENT. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY THIS WEBSITE OR ITS EMPLOYEES OR REPRESENTATIVES, WILL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

4. LIMITATION ON LIABILITY

NEITHER THE COMPANY NOR ANY OF ITS REPRESENTATIVES, AFFILIATES, LICENSORS OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICES OR TRANSACTIONS THROUGH THIS WEBSITE OR THE INABILITY TO GAIN ACCESS TO THIS WEBSITE. YOU AGREE THAT, IN NO EVENT SHALL THE COMPANY OR ITS OFFICERS, DIRECTORS, OWNERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AGENTS, LICENSORS OR AFFILIATES BE LIABLE, AND YOU RELEASES ALL SUCH PERSONS FROM ANY LIABILITY, DIRECTLY OR INDIRECTLY, TO YOU FOR ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ARISING OUT OF OR RELATED TO THE USE OF THIS WEBSITE OR THE USE OF THE SERVICES THROUGH THIS WEBSITE REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, LIABILITY OR EXPENSE RESULTS DIRECTLY OR INDIRECTLY FROM WEBSITE NEGLIGENCE. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT USER HAS PAID TO THE COMPANY FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

5. INDEMNITY

User will indemnify and hold the Company, its Licensors, content providers, service providers and contractors (the "Indemnified Parties") harmless from any breach of these Terms and Conditions by User, including any use of Content other than as expressly authorized in these Terms and Conditions. User agrees that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and agrees to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. User will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of User's use of the information accessed from the Website.

6. COMMUNITY SECTIONS

Information posted on comments, discussions, forums, bulletin boards, or similar portions of the Website ("Community Sections") is supplied by third-parties and other Users, unless the Company or its authorized representative identifies itself as the content poster. Any opinions,

advice, statements, services, offers, or other information or content expressed or made available by third parties or any other User are those of the respective author(s) and not of the Company. User will not post any of the following material in any Community Section:

- material which threatens or abuses others, or which is defamatory or libelous, or which is invasive of another's privacy;
- material for which User does not have the right to post, including the proprietary material of any third party;
- material which advocates illegal activity or discusses an intent to commit an illegal act;
- material for advertising or commercial solicitation;
- material which is vulgar, obscene, pornographic, or indecent; or
- material which does not pertain directly to the subject matter of the particular Community Section.

The Company reserves the right to monitor Community Sections to determine compliance with these Terms and Conditions, as well the right to remove or refuse to post any posting, including any of the above postings upon discovery thereof. Notwithstanding these rights, Users remain solely responsible for the content of its postings. User acknowledges and agrees that neither the Company nor any third party content provider will assume or have any liability for any action or inaction by the Company or any third party content provider with respect to any posting on the Community Section. User will not (i) select or use a member name or e-mail address of another person with the intent to impersonate that person; (ii) use a user name or e-mail address subject to the rights of any person without authorization; (iii) use a member name in violation of the intellectual property rights of any person; or (iv) use a member name that the Company, in its sole discretion, deems offensive.

Further, User hereby grants to the Company the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any content posted in Community Sections (in whole or in part) worldwide or to incorporate any message in other works in any form, media or technology now known or later developed.

7. MISCELLANEOUS

7.1 Headings. The headings of Sections of this Agreement are for ease of reference only and shall not be admissible in any action to alter, modify or interpret the contents of any Section hereof.

7.2 Severability. If any Section or provision of this Agreement be held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction or arbitral tribunal, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho applicable to contracts made and to be enforced wholly within such state.

7.4 Submission to Jurisdiction. The parties to this Agreement each specifically consent to jurisdiction in the state of Idaho in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.

7.5 Venue. The parties to this Agreement each agree that venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the United States District Court for the District of Idaho in Boise, Idaho, or in the state courts of the state of Idaho sitting in Ada County, Idaho.

7.6 Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstances shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstances. This Agreement may be waived or amended only in writing and signed by both parties.

7.7 Survival. Sections 3, 4, 5, 6, 7.3, 7.4, and 7.5 of this Agreement, and any other provision which, in accordance with its terms is intended to survive this Agreement, shall survive the expiration or termination of this Agreement for any reason.

7.8 Assignment. Neither party may assign its rights or delegate its duties under this Agreement except that (i) either party may assign its rights to receive payments under this Agreement to a secured creditor and (ii) either party may subcontract for the performance of any of its obligations under this Agreement.

7.9 Complete Agreement/Incorporation. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between such parties with respect to such subject matter.