

# TERMS & CONDITIONS OF USE AGREEMENT

Effective Date: April 3, 2019

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Please Note: We may change these terms from time to time. You will always be able to view the most current version by clicking on a link at the bottom of any page on our site.

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## **GENERAL**

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Use of the Site, all materials presented herein and all online services provided by us, whether made available for purchase or not is subject to the following Terms. These Terms apply to all site visitors, customers, and all other users of the site. By using the Site or Service, you agree to these Terms, without modification, and acknowledge reading them.

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breach of security caused by your failure to maintain the confidentiality and security of any of the User Codes. You agree to notify us immediately in the event of loss, theft or disclosure of any or all of the User Codes, if you believe the confidentiality or security of any or all of the User Codes has been compromised in any way or in the event of your learning about a possible or actual unauthorized access to and/or use of the Site. You are limited to one User Code. Duplicate User Codes may be revoked. We reserve the right to revoke or modify the User Codes at any time with or without prior notice.

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## OUR RELATIONSHIP TO YOU

This Agreement in no way creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and MLP.

## YOUR REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant that:

(A) you are the person to whom the User Codes you used to access the Site were issued by us and the information you provided to us in connection with the issuance of the User Codes, if any, was and is true, accurate, current and complete;

(B) if you are accessing the Site on behalf of the company or organization to whom the User Codes you used to access the Site were issued by us, you are duly authorized by all necessary action and have all consents, rights and authority to execute these Terms of Use on behalf of yourself and your principals and the company or organization on whose behalf we grant you access to the Site;

(D) unless we expressly authorize you to do so in writing, you will not use, reproduce, duplicate, copy, sell, resell, distribute, publish or exploit for any commercial purposes any portion the Site, including all content on the Site;

(E) you will access and use the Site in compliance with any and all applicable law(s), rules(s) or regulation(s) (whether in the United States or other countries) and the terms and conditions of these Terms of Use; and

(G) you have all consents, rights and authority to provide and submit any and all information and content provided and submitted by you or using User Codes to or otherwise using the Site and all such information and content (1) are true, accurate, current and complete and we may rely on such information and content; (2) are not libelous, defamatory, indecent, obscene, harassing, hateful or violent; (3) are not meant to harm any MLP Parties or any third party; (4) do not constitute or include viruses or other harmful codes; (5) as well as their anticipated uses, do not violate, infringe or misappropriate any copyright, patent, trademark or other proprietary rights, or right of publicity or privacy of any MLP Parties or any third party; and (6) do not violate these Terms of Use, or any applicable law, rule or regulation (whether of the United States or other countries).

## MODIFICATION; TERMINATION

We may at any time and for any reason with or without prior notice to you, and without liability, in each case, modify, suspend, terminate or discontinue, in whole or in part, any portion of the Site (including the Content therein or hours of availability) and/or your access to or use of the Site and/or the content therein. If you fail to comply with any provision of these Terms of Use, or if, in its sole discretion, MLP modifies, suspends, terminates or discontinues your access to or use of the Site and/or the content therein, any and all rights granted to you herein will immediately automatically terminate. These Terms of Use (as may be revised from time to time as described herein) are irrevocable and, unless otherwise expressly stated in these Terms of Use, will survive the termination of your access to, and use of the Site and/or the content therein, and your relationship with us.

## FORCE MAJEURE

None of the MLP Parties are or will be liable for any losses caused directly or indirectly as a result of causes or events beyond the control of MLP, including natural disasters, acts of God,

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war, terrorism actions or decrees of governmental bodies, exchange or market rulings, failure of the Internet, communication lines or utility systems, equipment and systems failures, unauthorized access, and theft (each, a "Force Majeure Event"). All of the obligations of MLP with respect to the effected elements under these Terms of Use will be suspended for the duration of such Force Majeure Event.

### **GOVERNING LAW/DISPUTE RESOLUTION**

This Agreement shall be governed in all respects by the laws of the State of Colorado without giving effect to its conflict of laws provisions. Both parties submit to personal jurisdiction by and venue in the state and federal courts in the State of Colorado, City of Denver, and further agree that any cause of action arising under this Agreement shall be brought in such venue. Any cause of action by you with respect to the Site must be instituted within one (1) year after the cause of action arose or be forever waived and barred. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. MLP's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement and the terms and conditions contained herein sets forth the entire understanding and agreement between you and MLP with respect to the subject matter hereof, and supersedes any prior or contemporaneous understanding whether in written or oral form.

Any legal controversy or claim arising from or relating to these Terms and/or our Service, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to website operations, content, and intellectual property, will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Denver, Colorado, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in Denver, Colorado necessary to protect the rights or property of you and us pending the completion of arbitration.

UPDATED 04/3/2019