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9. Indemnity: You will defend, indemnify and hold harmless BPI and their Site, its affiliates, and their respective directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors or other representatives and all of their successors and assigns (collectively, the “Parties”) from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, and including reasonable attorneys’ fees and all other costs, fees, and expenses (collectively, “Claims”) against any Parties to the fullest extent permitted by law arising out of or in connection with (1) your access to or use of the Site, or such actions by any third party through you; (2) your violation of the rights of another person or party through or related to this Site or such actions by any third party through you; (3) any materials made available by you to Boulder Publishers through or related to this Site; and (4) any breach or violation by you of your obligations under these Terms of Service or such breach or violation by any third party through you. You will not compromise or settle any indemnified claim without the prior written consent of Boulder Publishers. In addition, we will be held harmless of any damages, liabilities, and expenses or obligations of any kind, arising out of or in connection with your use or misuse of the Services including use of your account and claims arising from User Submissions. BPI retains the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases, you agree to cooperate with us to defend such claim.

10. Liability Limitations: Under no circumstances, including, without limitation, negligence, shall the Site or its parents, subsidiaries, affiliates, officers, directors, employees, agents, heirs or suppliers be liable for any direct, indirect, incidental, special or consequential damages arising from or in connection with the use of or the inability to use this Site or any content contained on the Site, or resulting from unauthorized access to or alteration of your transmissions or data, or other information that is sent or received or not sent or received, including but not limited to, damages for loss of profits, use, data or other intangibles, even if the Site has been advised of the possibility of such damages. Your sole remedy for dissatisfaction with the Site and/or any damage resulting from the Site is to stop using the Site, even if such remedy should fail of its essential purpose. In no event shall the Site be liable to you or any third party for any loss of profits, loss of use, loss of data, interruption of business, or any direct, indirect, incidental, special or consequential damages arising out of or in any way connected with the use of the Site or with the delay or inability to use same, or for any breach of security associated with the transmission of sensitive information through the Site, or for any information, products, and services obtained through or viewed on the Site, or otherwise arising out of the use of same, whether based on contract, tort, strict liability, regulation, common law precedent or otherwise, even if the Site has been advised of the possibility of damages. You are required to seek your own counsel, advisors, and/or experts regarding any information you collect from the Site. Any claimed loss or injury on your part is your sole responsibility since your use of information, data or identity of any provider from this Site assumes you have conducted your own examination before engaging such person, clinic, health center, doctor or entity or taking any other action based on information from this Site, either directly or indirectly. The parties acknowledge that this is a reasonable allocation of risk. Additional disclaimers appear within the body of the Site and are incorporated herein by reference. To the extent any such disclaimers place greater restrictions on your use of the Site or the material contained therein, such

greater restrictions shall apply. This indemnification shall apply to third-party claims as well as claims between you and us.

11. Purchases: You may submit credit card or payment card information via this Web Site for payment of services. You must submit the necessary card information before your payment or order will be processed. If the card information that you submit is incorrect or invalid, your payment or order will not be processed. Payment is subject to the approval of the financial institution issuing the card. We assume no responsibility or liability if the financial institution refuses to accept or honor your card for any reason

12. Jurisdiction: This Agreement, including all Disclaimers, will be governed by and construed in accordance with the internal laws of the State of Colorado, excluding that body of laws known as choice of law or conflict of laws. Subject to the provisions of this Section all disputes, controversies or claims arising out of or relating to this Agreement will be resolved through mandatory BINDING arbitration conducted by a Non-Attorney, subject matter Expert before American Arbitration Association (ABA) pursuant to the United States Arbitration Act (the "Act"); and the terms and conditions of this Agreement. The arbitration will be conducted in accordance with the provisions of ABA's Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration (the "ABA Rules"), subject to the provisions of this Section. The terms set forth in this Agreement will control in the event of any inconsistency between such terms and the ABA Rules. The parties will cooperate with ABA and with each other in promptly selecting a single arbitrator from ABA's panel of neutrals. If the parties fail to so select an arbitrator within thirty (30) days following the date of either party's notice of demand to conduct arbitration, then ABA will appoint an arbitrator in accordance with the ABA Rules. The award of the arbitrator will be BINDING, in writing and will set forth findings of fact and conclusions of law. Judgment on the arbitrator's award will be final and BINDING upon the parties and may be entered in any court having jurisdiction thereof. If for any reason ABA or its successor no longer is in business, then the arbitration shall be conducted in accordance with the last commercial arbitration rules of the American Arbitration Association. The arbitrator's fees will be shared equally by the parties and each party will bear its own costs and attorneys' fees. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the terms of these arbitration provisions or the provisions of this Agreement. Notwithstanding the foregoing, nothing in this Section shall prevent either party from applying for and obtaining from a court a temporary restraining order and/or other injunctive relief. Any and all disputes regarding the content presented on this Site must be resolved through arbitration as set forth in this section.

13. Foreign Usage: These Terms of Use shall be governed by and construed in accordance with the federal laws of the United States of America, without giving effect to its conflict of law's provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the United States of America. You are responsible for the laws of your jurisdiction, especially if you are accessing this Site from outside the United States of America (USA). Do not use this Site if such usage violates the law of the jurisdiction in which you reside, including the laws of any state of the United States or any USA federal law or regulation.

14. General Information: We do not warrant that the functions contained in the materials on this Site will be uninterrupted or error-free, that defects will be corrected, or that this Site or the servers that

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15. Notice: Notices may be issued, but will be sufficient only if in writing and delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to BPI, at our sole address location. Notices to you are deemed effective if sent to the email, fax, mailing address or other contact information provided by you to the Site, and are deemed effective upon the earlier of being confirmed received or one day after having been sent.

16. Force Majeure: Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, War or Insurrection in that party's country, Government restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

I agree