

Juris Futura Terms of Use

Last Revised: 10/30/2018

The following terms and conditions (the “Terms of Use”) constitute a binding agreement between you and Juris Futura LLC (“Juris Futura,” “we,” or “us”) with respect to your use of www.jurisfutura.com and the marketing materials contained thereon (the “Website”), including any Content (as defined in Section 3 below). **BY ACCESSING OR USING THE WEBSITE IN ANY MANNER (WHETHER AUTOMATED OR OTHERWISE), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE AND OUR PRIVACY POLICY <https://jurisfutura.com/privacy.pdf>, WHICH IS INCORPORATED HEREIN BY REFERENCE, AND (B) AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE). IF YOU DO NOT AGREE TO THESE TERMS OF USE OR OUR PRIVACY POLICY, DO NOT USE THE WEB.**

1. **Informational Use Only.** The materials on the Website are provided for informational purposes only. They do not constitute legal advice.
2. **Changes to Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. The date these Terms of Use were last updated is set forth at the top of this page. All changes are effective after posting and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.
3. **Scope of and Restrictions on Use.** Subject to these Terms of Use, Juris Futura grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Website for legitimate business purposes, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are otherwise related to the Website (collectively, the “Content”). Except as otherwise provided in these Terms of Use, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of Juris Futura. You agree not to:
 - collect information from the Website using an automated software tool or manually on a mass basis;
 - use automated means to access the Website, or gain unauthorized access to the Website or to any account or computer system connected to the Website;
 - obtain, or attempt to obtain, access to areas of the Website or our systems that are not intended for access by you;
 - “flood” the Website with requests or otherwise overburden, disrupt, or harm the Website or our systems;
 - restrict or inhibit other users from accessing or using the Website;
 - modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Website or in the Content; or

- access or use the Website or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.
4. **Ownership.** The Website (including the Content) are owned by Juris Futura and, as applicable, its licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Website are registered and unregistered marks of Juris Futura and, as applicable, its licensors. You acknowledge and agree that, as between you and Juris Futura, Juris Futura is and shall remain the sole owner of the Website and the Content, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.
 5. **Submitted Ideas.** While we appreciate your interest in the Website and our business, Juris Futura does not want and cannot accept any ideas or information users consider confidential and/or proprietary. This is to avoid the possibility of future misunderstandings when projects independently developed by or on behalf of Juris Futura might seem to others to be similar to users' own creative ideas, suggestions, and/or materials. Except with respect to your personal information as expressly provided for in our Privacy Policy <https://jurisfutura.com/privacy.pdf>, all comments, suggestions, ideas, drawings, concepts, or other information or materials disclosed or offered to us by you via the Website or in response to solicitations on the Website shall be deemed to be non-confidential and non-proprietary.
 6. **Electronic Communications.** The communications between you and Juris Futura via the Website use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
 7. **Other Terms and Conditions.** All purchases made through the Website or other transactions for the sale of products or services will be governed by separate terms.
 8. **Privacy Policy.** You acknowledge and agree that all information collected by Juris Futura is subject to our Privacy Policy <https://jurisfutura.com/privacy.pdf>. By using the Website, you consent to all actions we take with respect to your information in compliance with our Privacy Policy.
 9. **Change and Suspension.**
 - 9.1. Changes to the Website. Juris Futura reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) the Website or any portion thereof (including any Content) at any time. You agree that Juris Futura will not be liable to you or to any third party for any such change, suspension, or discontinuance.

- 9.2. Suspension/Termination of Access. Juris Futura has the right to deny access to, and to suspend or terminate your access to, the Website or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Use. In the event that we suspend or terminate your access to the Website, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.

10. Disclaimer; Limitation of Liability.

- 10.1. Disclaimer of Warranties. THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND JURIS FUTURA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER JURIS FUTURA NOR ANY PERSON ASSOCIATED WITH JURIS FUTURA MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER JURIS FUTURA NOR ANYONE ASSOCIATED WITH JURIS FUTURA REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- 10.2. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL JURIS FUTURA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 10.2, JURIS FUTURA IS FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF USE, IN NO EVENT WILL JURIS FUTURA’S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED U.S. \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE. USE OF THE SERVICES IS AT YOUR SOLE RISK.

10.3. Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 10 may not apply to you.

11. **Indemnification.** You agree to indemnify, defend, and hold Juris Futura and its officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Website and/or any Content, or any violation of these Terms of Use or applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Website and/or these Terms of Use.

12. **Third-Party Materials.** The Website may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third-Party Materials"). You acknowledge and agree that Juris Futura is not responsible for any Third-Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. Juris Futura does not assume and will not have any liability to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

13. **Linking to the Website.** You may link to the Website's homepage, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the homepage. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

14. **Miscellaneous.**

14.1. Governing Law; Jurisdiction and Venue. These Terms of Use and any dispute or claim arising out of or related to these Terms of Use, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Colorado, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of Colorado.

14.2. Waiver and Severability. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or

limited to the minimum extent possible, and the remaining provisions of these Terms of Use will continue in full force and effect.

14.3. Entire Agreement. These Terms of Use, including our Privacy Policy <https://jurisfutura.com/privacy.pdf>, constitute the sole and entire agreement between you and Juris Futura with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

- 15. Questions.** If you have any questions about the Website or these Terms of Use, please call us at 303-473-2700, email us at info@jurisfutura.com, or write to us at:

Juris Futura LLC
Attention: Juris Futura
1800 Broadway
Suite 300
Boulder, CO 80302.

- 16. Notice to California Residents.** If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.