



## **JDEtips, Inc. TERMS OF USE**

### **1. INTRODUCTION**

JDEtips, Inc. is an online training company that allows users to register for and take online training courses in a number of areas.

#### **1.1 Agreement**

You agree that by registering, accessing or using our Services (as defined below), you are entering a legally binding agreement with JDEtips (the “Company”, “we”, “us,” or “our”, including its subsidiaries). If you do not agree to the following terms, do not access or otherwise use any of our Services.

The terms of this agreement include these Terms of Use and our Privacy Policy, which includes our policy regarding cookies (collectively, the “Agreement”).

**THESE TERMS OF USE ALSO INCLUDE A PROVISION FOR RESOLUTION OF DISPUTES BY ARBITRATION INSTEAD OF IN COURT.**

#### **1.2 Who We Are and What We Do**

We provide online training courses in a number of areas. We provide access to online trainings and associated materials to provide an optimal and usable learning experience for users.

#### **1.3 Limitations to What We Do**

We do not provide health care services and we are not a health care provider. Our Services are not intended as a substitute for professional medical advice, diagnosis, or treatment. Always seek professional medical advice from your physician or other qualified health care provider with any questions you may have regarding a medical condition. The services we provide are not intended to diagnose, treat or cure any disease.

#### **1.4 Services**

The Service means sites, products, or other offerings we provide, including but not limited to:

- Company websites; which currently includes <http://www.jdetips.com>, pages; site; and accounts; (“Website”);
- Company online platforms and related offerings;
- By providing us information about yourself, including personally identifiable information, in person, over the phone or via email; and
- By attending our online events.



By using our Services, you are a “User” for purposes of this Agreement. By using or accessing the Services in any manner, you or the entity you represent (“you,” or “your”) agree that you have read and agree to be bound by this Agreement to the exclusion of all other terms. If you do not agree to all the terms and conditions of this Agreement (and third party terms where applicable), you have no right to use and should not use the Services.

## **1.5 Modifications**

We may modify this Agreement from time to time. If we make material changes to it, we will provide you with the opportunity to review the changes before they become effective. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms.

## **2. OBLIGATIONS**

### **2.1 Access to the Services**

The Services are owned and operated by the Company. We may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content (as defined below). We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

Depending on which Services you use, you may be subject to additional terms set forth in Section 4 below (“Additional Terms”). The Additional Terms will control in the event of any conflict with the rest of this Agreement.

This Agreement grants you a limited, revocable, nonexclusive license to access the Website for your own personal use. You may not sub-license your rights to a third party, and this license does not extend to any collection, aggregation, copying, duplication, display or derivative use of the Website nor any use of data mining or similar data gathering and extraction tools for any purpose unless expressly permitted by us. A limited exception is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Website, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

### **2.2 Service Eligibility**

You must be 18 or older to use our Services. Minors under 18 and at least 13 years of age are only permitted to use our Services through an account owned by a parent or legal guardian with their appropriate permission and under their direct supervision. Children under 13 are not permitted to use the Services. Providing false information is a violation of our terms, including providing information of persons under the age of 13. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.



We do not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register for the Services. If you are under 13, please do not attempt to register for the Services or send any information about yourself to us, including your name, address, telephone number, or email address. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at [Privacy@JDEtips.com](mailto:Privacy@JDEtips.com).

You may also not be based in Cuba, Iran, North Korea, Syria, or any other country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist-supporting” country.

### **2.3 Notices and Messages**

You agree that we will provide notices and messages to you in the following ways: (1) within the applicable Service or Website, or (2) sent to the contact information you provided us (e.g. email, phone number, physical address). You agree to keep your contact information up to date. This may include messages on behalf of our partners for purposes of marketing products, services and events to you. Please review your applicable settings, including cookies, and/or email preferences to control and limit messages you receive from us.

## **3. WEBSITE, SERVICES AND CONTENT**

The Website, the Services, and their Content (as defined below) are intended solely for use by Users of the Services and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Website or through the Services (including, but not limited to videos, text, graphics, articles, photographs, images, and illustrations (collectively, the “Content”) are protected by copyright, pursuant to U.S. copyright laws, international conventions, and other copyright laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained therein, and shall not use, copy, reproduce, link to, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit any of the foregoing for any purposes whatsoever: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

The Company reserves all of its intellectual property rights in the Website and Services. Using the Website and Services does not give you any ownership therein. Trademarks and logos used on and in connection with the Website and Services are the trademarks of their respective owners. Other Company trademarks, service marks, graphics, and logos used for our Website and Services are trademarks or registered trademarks of the Company.

### **3.1 Your Information**

We may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy and your choices (including settings). You also agree that information you provide to use with be truthful.

### **3.2 Other Users' Content**

You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the User from which such Content originated and that Company will not be liable for any errors or omissions in any Content. You understand that Company cannot guarantee the identity of any other Users with whom you may interact in the course of using the Services. Additionally, Company cannot guarantee the authenticity of any data which Users or merchants may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Under no circumstances will Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

### **3.3 Automated Processing**

We will use the information and data that you provide and that we have about Users to make recommendations for content, products, events, and features that may be useful to you. Keeping your account accurate and up-to-date helps us to make these recommendations more accurate and relevant.

### **3.4 Availability; Access**

We may change, suspend or discontinue any of our Services.

You agree that we have no obligation to store, maintain or provide you a copy of any Content or information that you or other Users provide, except to the extent required by applicable law and as noted in our Privacy Policy.

The Company reserves the right to limit your use of the Services and to restrict, suspend, or terminate your account if the Company believes that you may be in breach of this Agreement or law or are misusing the Services (e.g., violating any of the Dos and Don'ts).

### **3.5 Third Party Services**

The Website or Services may link to, allow access to, from or otherwise incorporate websites, products or services offered by third parties not owned or controlled by Company or User Sites, as applicable ("Third Party Services"). Some of these Third Party Services include, but may not be limited to, Baintree (a subsidiary of Paypal) and Cardconnet (First Data), all of which are incorporated and included in the Third Party Services. When you access Third Party Services, you do so at your own risk and should make whatever investigation you feel necessary or appropriate before using such Third Party Service or conducting any transactions thereon. You hereby

represent and warrant that you have read and agree to be bound by all applicable policies of any Third Party Services relating to your use of the Services (“Third Party Policies”) and that you will act in accordance with those policies, in addition to your obligations under this Agreement. To the extent there is a conflict between any term in the Third Party Policies and this Agreement, the terms in the Third Party Policies shall take precedence. Company has no control over, and assumes no responsibility for, the content, services, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, Company will not and cannot monitor, verify, censor or edit the content of any Third Party Services. Company may modify or discontinue your use of, or access to, the Third Party Services, or any content or services available thereunder, at any time in its sole absolute discretion with or without notice to you. By using the Services, you expressly relieve and hold harmless Company from any and all liability arising from your use of any Third Party Services, including without limitation any damages or losses incurred as a result of any transactions thereon.

#### **4. RESTRICTIONS**

You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Company’s prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Company; or (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Company reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Company, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or “spam” on the Services, or any processes that run or are activated while you are not logged on to the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Services’ infrastructure. Further, the use of manual or automated software, devices, or other

processes to “crawl,” “scrape,” or “spider” any page of the Website is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

## **5. WARRANTY DISCLAIMER**

Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any content contained in or accessed through the Services, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Company makes no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. **THE SERVICES, CONTENT, WEBSITE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**

## **6. PRIVACY POLICY**

For information regarding Company’s treatment of personally identifiable information, please review Company’s current Privacy Policy, which is hereby incorporated by reference; your acceptance of this Agreement constitutes your acceptance and agreement to be bound by our Privacy Policy.

## **7. INDEMNITY**

You will indemnify and hold Company, its parents, subsidiaries, affiliates, officers, suppliers, licensors, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys’ fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

## **8. PAYMENT TO US / NO REFUNDS**



You may purchase products or Services through the Site. The Site utilizes third-party vendors for processing payments for those goods or services. You are subject to those third-party vendors' terms of use when you use their service as discussed above and as further outlined in our Privacy Policy. We are not liable for any actions by any payment processor, or any interaction between you and any third-party vendor. If you purchase services through the Site, no physical products will be shipped.

All payments are final. No portion of any amounts paid to us is ever refundable unless we expressly state otherwise.

## **9. LIMITATION OF LIABILITY**

We make no representations or warranties as to the truth or accuracy of any information or opinions presented on the Site. It does not guaranty that any retreat or seminar purchased through the Site will provide any change in your life in any recognizable or measurable manner.

This Site and its contents are provided "as is" without warranties of any kind, whether express or implied, including without limitation any warranty as to the accuracy, availability, completeness, reliability, title, currency or content of any information or material provided by or through this site, and the implied warranties of merchantability or fitness for a particular purpose. Your use of the Site is at your sole risk. You assume full responsibility for all costs associated with your use of the Site, and that we shall not be liable for any damages of any kind related to your use of the Site.

IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF \$100 OR THE FEES PAID BY YOU THEREFOR DURING THE 12-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL.

We are not responsible for the behavior of any third parties, linked websites, or other partners.

## **10. DISPUTES BETWEEN USERS**

If you have a dispute with one or more Users of the Services or any Third Party Services, you agree that the Company is under no obligation to become involved and you hereby release the Company, its officers, employees, agents, affiliates, representatives and successors from claims, demands and damages (actual, direct and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, foreseeable or unforeseeable, arising out of or in any way related to such disputes. If you are a California resident, you waive



California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

## **11. TERMINATION**

This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services at any time. Company may terminate or suspend your access to the Services at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership. Company may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, those relating to payment obligations, ownership provisions, warranty disclaimers, and limitations of liability.

## **12. MISCELLANEOUS**

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company’s reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including “line-noise” interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with Company’s prior written consent. Company may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement (provided that if a separate written agreement with respect to Company products or services exists between you and Company, the terms and conditions of that written agreement shall take precedence over this Agreement in the event of any conflict), and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Company in any respect whatsoever. Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede.

## **13. ARBITRATION; GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Grand



Junction, Colorado using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located closest to Grand Junction, Colorado.

#### **14. FORCE MAJEURE**

We won’t be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of god, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers, or third-party internet service providers.

#### **15. DOs AND DON’Ts**

The following list of “Dos and Don’ts” is intended to provide a set of rules governing your use of, and participation in, the Services. All Users must adhere to these Dos and Don’ts and failure to do so may result in the suspension or termination of your account.

##### **DOs**

You agree that you will:

- a. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- b. Provide accurate information to us and keep it updated;
- c. Use your real name on your profile; and
- d. Use the Services in a professional manner.

##### **DON’Ts**

You agree that you will not:

- a. Create a false identity, misrepresent your identity, create a Member account for anyone other than yourself (a real person), or use or attempt to use another's account;
- b. Post or distribute content that is intentionally false or intended to mislead or deceive others as to the source of the content;
- c. Use the Service to promote, incite or engage in the harassment or bullying of others, in self-harm or other illegal activities. Making threats (direct or indirect) of violence, including threatening or promoting terrorism, is also prohibited. Users who harass, bully or threaten other users will have their content removed and accounts terminated, and also may be subject to serious criminal legal consequences in certain jurisdictions;
- d. Post content or use the Service to promote hatred or violence towards, or directly attack or threaten any others, based on race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, age, disability, marital status, or veteran status;
- e. Post or distribute content that contains nudity, sexual acts, or sexually explicit materials. Do not post links to pornographic sites or sites that contain pornography;
- f. Promote or endorse regulated goods and services such as alcohol, gambling, tobacco, firearms/weapons, pharmaceuticals, or other goods and services regulated in the United States and other countries in which the Service is available;
- g. Use the Service to distribute or promote any advertisement, solicitations or other commercial content, including non-Company products, services or any sweepstakes or contests;
- h. Post, link to, or distribute content on or through the Service that is intended to damage or disrupt the Service, or another user's device or computer, or that is intended to compromise the privacy or account security of another user;
- i. Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- j. Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);

- k. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of the Company;
- l. Disclose information that you do not have the consent to disclose (such as confidential information of others);
- m. Violate or infringe the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary, publicity or privacy rights;
- n. Violate the intellectual property or other rights of the Company, including, without limitation, (i) copying or distributing our content or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using our business name or logos except as provided in the Trademark Content & Display Policy;
- o. Post anything that contains software viruses, worms, or any other harmful code;
- p. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- q. Imply or state that you are affiliated with or endorsed by the Company without our express consent;
- r. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without the Company's consent;
- s. Use bots or other automated methods to access the Services, add or download information, send or redirect messages;
- t. Monitor the Services' availability, performance or functionality for any competitive purpose;
- u. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- v. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- w. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms);

- x. Use the Service to spam others. Spamming activities may include but are not limited to, sending or posting mass messages or content, posting duplicative content, political campaigning, chain letters, posting promotional or commercial content, and posting false or misleading content. You also may not engage in username squatting; accounts that are inactive for more than six months may be removed without further notice; and/or
- y. Violate these Dos and Don'ts or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service.

If you see something on the Service that you believe violates these Dos and Don'ts, please report it to us using the contact information provided in Section 17. We may, in our sole discretion, remove content that we believe violates these Dos and Don'ts or is otherwise objectionable even without receiving a complaint of a potential violation.

Our community is diverse and reaches beyond geographical borders, so please keep in mind that something that you may find objectionable may not violate our Dos and Don'ts.

## **16. COPYRIGHT DISPUTE POLICY**

Company has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at <https://www.copyright.gov/legislation/pl105-304.pdf>).

The address of Company's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Section. It is Company's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

### **Procedure for Reporting Copyright Infringements:**

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below: 1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed; 2. Identification of works or materials being infringed; 3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence; 4. Contact information about the notifier including address, telephone number and, if available, email address; 5. A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and 6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

It is Company's policy:

1. To remove or disable access to the infringing material; 2. To notify the content provider, member or user that it has removed or disabled access to the material; and 3. That repeat offenders will have the infringing material removed from the system and that Company will terminate such content provider's, member's or user's access to the Services.

Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below: 1. A physical or electronic signature of the content provider, member or user; 2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled; 3. A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and 4. Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

Please contact Company's Designated Agent to Receive Notification of Claimed Infringement at the following address: [Privacy@JDEtips.com](mailto:Privacy@JDEtips.com).

## **17. CONTACT**

If you have any questions, complaints, or claims with respect to the Services, you may contact us at: [Privacy@JDEtips.com](mailto:Privacy@JDEtips.com)

JDEtips, Inc., 202 North Avenue, Suite 154, Grand Junction, CO 81501  
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