

TERMS OF USE

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You are responsible for both:

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- Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

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If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide

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- Posting false, misleading, or fraudulent statements or content.
- Engaging in activity that is unauthorized advertisements or promotions, including unauthorized solicitation of other users of the Site.
- Collecting Personal Information of other users of the Site without that user's consent.
- Engaging in activity that compromises the Site. Such activity may include, but is not limited to, hacking, IP attacks, worms, viruses, spamming, phishing, cancel bots, Trojan horses, mail bombing or crashing, or introducing malware.
- Engaging in any activity designed to impede the use of the Site by other users, including overloading and flooding.
- Framing or deep linking into the Site.
- Accessing the Site by means of automated process, spiders, bots or similar device.

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- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Description of the copyrighted work that you claim has been infringed;

- The location on the Site of the material that you claim is infringing;
- Your address, telephone number and e-mail address;
- A statement that your claim of infringement is based on a good faith belief; and
- A statement made under penalty of perjury that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Continued Copper's agent for notice of claims of copyright infringement on the Site can be reached as follows:

Continued Copper, LLC

Attn: LENN A. MOLDENHAUER, GENERAL COUNSEL

1881 16TH STREET, SUITE 500

DENVER, COLORADO 80202

LENN.MOLDENHAUER@CONTINUUMPARTNERS.COM

Miscellaneous Provisions

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This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. To the extent allowed by applicable law, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms of Use including, but not limited to, any claim that all or any part of these Terms of Use is void or voidable. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use.

Waiver of Right to Jury; Class Action Waiver. TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY OR OTHER COURT TRIAL (OTHER THAN SMALL CLAIMS COURT) OR TO SERVE AS A CLASS REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, CLASS ARBITRATION, CONSOLIDATION OF INDIVIDUAL

ARBITRATIONS, OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

Severability. If any term or provision in these Terms of Use is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms of Use in its entirety and the remainder of these Terms of Use shall survive with the said offending provision eliminated.

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If you have any questions or comments about these Terms of Use or this Site, please contact us by email at LENN.MOLDENHAUER@CONTINUUMPARTNERS.COM. You also may write to us at:

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