

## **WEBSITE TERMS OF USE AND DISCLAIMERS**

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Your use of the venturesite.com website (the "Website") is subject to these Website Terms of Use (these "Terms of Use"). By using the Website, you agree to be bound by, and use the Website in compliance with, these Terms of Use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE WEBSITE.

The terms "you," "your," and "yours" refer to you, the visitor to the Website. The terms "VentureSite," "we," "us," and "our" refer to VentureSite, Inc. We may periodically make changes to these Terms of Use. It is your responsibility to review the most recent version of these Terms of Use frequently and remain informed of any changes to it. You agree that your continued use of the Website after such changes have been published to the Website shall constitute your acceptance of such revised Terms of Use.

### **License to Use the Website**

Subject to these Terms of Use, we grant to you a limited, non-exclusive, non-transferable license to use the Website for your use and not for resale or further distribution. Your right to use the Website is limited by the terms set forth in these Terms of Use.

Except for this license granted to you, we retain all right, title, and interest in and to the Website, including all related intellectual property rights. The Website is protected by applicable intellectual property laws, including United States copyright law and international treaties.

Except as otherwise explicitly provided in these Terms of Use or as may be expressly permitted by applicable law, you will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Website; (b) rent, lease, or sublicense access to the Website; nor (c) circumvent or disable any security or technological features or measures of the Website.

### **Access to the Website; Modifications to the Website**

We do not provide you with the equipment to access the Website. You are responsible for all fees charged by third parties to access the Website (e.g., charges by internet service providers).

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Website without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Website. The Website is not intended for or directed to persons under the age of 13.

### **Restrictions**

You must comply with all applicable laws, including U.S. export control laws, when using the Website. Except as may be expressly permitted by applicable law or authorized by us in writing, you will not, and will not permit anyone else to: (a) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works; or other content made available on the Website ("Website Content") or compile or collect any Website Content as part of a database or other work; (b) use any automated tool (e.g., robots, spiders) to use the Website or store, copy, modify, distribute, or resell any Website Content; (c) rent, lease, or sublicense your access to the Website to another person; (d) use the Website or Website Content for any purpose except for your own personal use; (e) circumvent or disable any digital rights management, usage rules, or other security features of the Website; (f) use the Website in a manner that threatens the integrity, performance, or availability of the Website; or (g) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Website or Website Content.

### **Privacy Policy**

We may collect registration and other information about you through the Website. Our collection and use of this information is governed by our Privacy Policy available at [www.venturesite.com/about/privacy.htm](http://www.venturesite.com/about/privacy.htm).

### **Linking to This Website**

If you link to this Website, you are permitted to link only to the home page: <http://www.venturesite.com>. Deep linking to internal parts of this Website, framing of this Website as part of other websites, and in-line linking or any other manner of incorporating parts of this website as part of another website is not permitted without the prior written consent of VentureSite.

### **Links and Third Party Content**

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### **Password Restricted Areas of the Website**

Certain areas of the Website may be password restricted to registered users ("Password-Protected Areas"). If you have registered as an authorized user to gain access to these Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify VentureSite if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, including any fees that may be incurred under your password-protected account, whether or not you are the individual who undertakes such activities. You agree to immediately notify VentureSite of any unauthorized use of your account or any other breach of security in relation to your password or the Site that is known to you.

### **Submissions**

The Website may allow you and other third parties to post reviews or comments concerning the products or services we provide. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties on the Website are those of the respective authors or producers and not of VentureSite, or its shareholders, directors, officers, or employees.

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### **Use Restrictions**

You will not use the Website to: (a) upload, post, email, or otherwise transmit any Submission that contains personally identifying information of others (such as actual names, phone numbers, mailing addresses, email addresses and URL), unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm VentureSite or third parties in any way; (c) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (d) upload, post, email, or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (e) upload, post, email or otherwise transmit any Submission that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (f) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation; (g) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or

regulations of networks connected to the Website; (i) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (j) "stalk" or otherwise harass another; (k) write comments that in any way refer to persons under 18 years of age; or (l) collect or store personal data about other users.

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You will indemnify and hold VentureSite, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, and liability caused by your use of the Website or Website Content, your violation of these Terms of Use, or your violation of any rights of a third party through use of the Website or Website Content.

#### **Updates to this Website and License Agreement**

We may occasionally update the Website and these Terms of Use. When we do, we will revise the "last updated" date on these Terms of Use. You should check this Website and these Terms of Use frequently to see recent changes. By continuing to use the Website, you agree to any updates to this Website and these Terms of Use. This version of these Terms of Use shall supersede all earlier versions.

#### **Legal Notices**

Enforcement of these Terms of Use will be governed by California law, excluding its conflict and choice of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms of Use or your use of the Website will lie in the State and Federal courts located in the State of California, in the County of Santa Clara, and you irrevocably agree to submit to the jurisdiction of such courts. The failure of VentureSite to enforce any right or provision in these Terms of Use will not constitute a waiver of such right or provision unless acknowledged and agreed to by VentureSite in writing. In the event that a court of

competent jurisdiction finds any provision of these Terms of Use to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

**Contacting VentureSite**

If you have any questions or concerns about the Website or these Terms of Use, please send us a thorough description by email to [info@venturesite.com](mailto:info@venturesite.com), or write to us at: VentureSite, Inc., P.O. Box 157, Alamo, CA 94507.