

**concept3D, Inc.**  
**Website Terms of Use**  
Last Updated **September 28 2015**

**Introduction**

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE (THE “WEBSITE”). THESE WEBSITE TERMS OF USE (THE “TERMS OF USE”) GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE. THE WEBSITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT (“YOU” OR “YOUR”) SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

**1. User Eligibility**

The Website is provided by concept3D, Inc. and/or its affiliates (collectively, the “Company”) and is available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If You do not qualify, You are not permitted to use the Website.

**2. Scope of Terms of Use**

These Terms of Use govern Your use of the Website and all products, applications, software and services (collectively, “Services”) available via the Website, except to the extent such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to You via the Website.

**3. Modifications**

The Company may revise and update these Terms of Use at any time. Your continued usage of the Website after any changes to these Terms of Use will mean You accept those changes. Any aspect of the Website may be changed, supplemented, deleted or updated without notice at the sole discretion of the Company.

**4. Information, News, and Press Releases**

The Website contains information, news, and/or press releases about Company. While this information was believed to be accurate as of the date it was prepared, Company disclaims any representation or warranty as to the reliability, accuracy, completeness or timeliness of and any duty or obligation to update this information, news, or any press releases. Information about companies other than Company contained in the news, press releases, or otherwise should not be relied upon as being provided or endorsed by Company.

**5. No Warranties**

ALL CONTENT ON THIS WEBSITE IS PROVIDED TO YOU ON AN “AS IS” “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THIS WEBSITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE WEBSITE AND THE CONTENT AVAILABLE ON THE WEBSITE IS AT YOUR SOLE RISK. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL

NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES.

#### **6. Limitation of Liability**

COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE WEBSITE, OR THAT ARISES IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE, OR RELATED INFORMATION OR PROGRAMS.

#### **7. Indemnification**

You agree to indemnify, defend, and hold Company, our and their directors, officers, employees, consultants, agents, and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use; (b) any allegation that any materials you submit to us infringe or otherwise violate the copyright, trademark, trade secret, or other intellectual property or other rights of any third party; and (c) your activities in connection with a Website.

#### **8. Trademarks**

concept3D, CampusBird, simuwatt, and ATLAS are proprietary trademarks or service marks of Company. Unauthorized use of any Company trademark, service mark or logo may be a violation of federal and state trademark laws.

#### **9. License and Ownership.**

Any and all intellectual property rights ("Intellectual Property") associated with the Website and its contents (the "Content") are the sole property of the Company, its affiliates or third parties. The Content is protected by copyright and other laws in both the United States and other countries. Elements of the Website are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons and other items that appear on the Website are trademarks, service marks or trade dress ("Marks") of the Company, its affiliates or other entities that have granted the Company the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of the Company. Except as otherwise expressly authorized by these Terms of Use, You may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit or distribute the Intellectual Property of the Website in any way without the Company's or the appropriate third party's prior written permission. Except as expressly provided herein, the Company does not grant to You any express or implied rights to the Company's or any third party's Intellectual Property.

The Company grants You a limited, personal, nontransferable, nonsublicensable, revocable license to access and use the Website, Content and Services only in the manner presented by the Company. Except for this limited license, the Company does not convey any interest in or to the Content, Services, Website or any other Company property by permitting You to access the Website. Except to the extent required by law or as expressly provided herein, none of the Content may be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form or

by any means, resold or redistributed without the prior written consent of the Company. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way, unless expressly permitted to do so by the Company.

## **10. Security**

You understand and acknowledge that no data transmission over the Internet can be guaranteed to be 100% secure, and we cannot guarantee that any personal information you submit to us will be free from unauthorized third-party intrusion. You understand and agree that all information you submit to Company is done so at your own risk.

## **11. Restrictions on Use of the Website.**

In addition to other restrictions set forth in these Terms of Use, You agree that:

- (a) You shall not disguise the origin of information transmitted through the Website.
- (b) You will not place false or misleading information on the Website.
- (c) You will not use or access any service, information, application or software available via the Website in a manner not expressly permitted by the Company.
- (d) You will not input or upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or Content, or that infringes the Intellectual Property rights of another.
- (e) You may not use or access the Website or the Company's Services in any way that, in the Company's judgment, adversely affects the performance or function of the Services or the Website or interferes with the ability of authorized parties to access the Services or the Website.
- (f) You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Website without the express written consent of the Company.

## **12. Links.**

(a) **Outbound Links.** The Website may contain links to third-party websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to You and not as an endorsement by the Company of the content on such Linked Sites. The Company makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. The Company is not responsible for the availability of the Linked Sites or the content or activities of such sites. If You decide to access Linked Sites, You do so at Your own risk. In addition, Your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to the Linked Site's privacy policy.

(b) **Inbound Links.** Any website or other device that links to [www.concept3D.com](http://www.concept3D.com) or any page available therein is prohibited from (a) replicating Content, (b) using a browser or border environment around the Content, (c) implying in any fashion that the Company or any of its affiliates are endorsing it or its products, (d) misrepresenting any state of facts, including its relationship with the Company or any of its affiliates, (e) presenting false information about the Company products or services, and (f) using any logo or mark of the Company or any of its affiliates without express written permission from the Company.

## **13. Termination.**

You agree that the Company, in its sole discretion, may terminate or suspend Your use of the Website, Services and Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, You must immediately (a) discontinue use of the Website, and (b) destroy any copies You have made of any portion of the Content.

**14. Compliance with Law Including Export Control.**

You agree to use the Website in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of the Company, negatively reflect on the goodwill or reputation of the Company and shall take no actions which would cause the Company to be in violation of any laws, rulings or regulations application to the Company.

The Company and the Website are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content (including any software or the Services) to countries or persons prohibited under the United States or other applicable export control laws or regulations. If You access and download the Content (including any software or the Services), You represent that You are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

**15. Jurisdiction.**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE, THE SERVICES AND CONTENT SHALL BE INSTITUTED IN A STATE OR FEDERAL COURT SITTING IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, UNITED STATES OF AMERICA, AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, SERVICES AND/OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

**16. Governing Law and Language.**

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of the State of Colorado, U.S.A. excluding (i) Colorado's conflicts of laws principles; or (ii) the United Nations Convention on Contracts for the International Sale of Goods.

**17. General.**

You may not assign these Terms of Use or any of Your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

**18. Written Document.**

You may preserve these Terms of Use in written form by printing them for Your records, and You waive any other requirement that these Terms of Use be evidenced by a written document.

**19. Complete Agreement.**

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE, SERVICE OR OTHER WRITTEN AGREEMENT BETWEEN YOU AND THE COMPANY, THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND THE COMPANY WITH RESPECT TO THE USE OF THE WEBSITE, AND ANY SOFTWARE OR SERVICE, INFORMATION AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

**20. No Offer to Buy/Sell.**

Nothing on this site shall be considered a solicitation to buy or an offer to sell any securities, futures, options or other financial instruments or provide any investment advice or service.

**21. No Medical, Financial or Professional Advice.**

This content is intended to be a general information resource in regard to the subject matter covered but is provided solely on an “AS IS” and “AS AVAILABLE” basis. In addition, you should bear in mind that not all products, services or strategies are suitable for all individuals, and that information in this content may be affected by changes in, or different interpretations of, applicable laws and regulations. Company is not engaged in rendering medical, investment, legal, tax, accounting, real estate or similar professional services or advice. If you desire or need such services or advice, you should consult a competent professional. You should not construe Company' publication of this content as an endorsement by Company of the views expressed herein, or any warranty or guarantee of any products, services or strategy or recommendation made by the author of the content.

**22. Location.**

The Website is operated by Company from its offices in the State of Colorado. Company makes no representation that the information in the Website is appropriate or available for use in other locations, and access to the Website from territories where the content of the Website may be illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

**23. Violations and Additional Policies.**

Company reserves the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in this Website, including the right to block access from a particular Internet address to the Website. In the event that the Company brings legal action against you to enforce its rights under these Terms of Use, the Company shall be entitled to recover from you all of its costs and expenses, including reasonable attorneys' fees, in the event the Company prevails in such action.

**24. E-mail/Privacy Policy.**

E-mail submissions over the Internet may not be secure. Please consider this fact before e-mailing any personal or confidential information. Publication of this content should not be construed as an endorsement by Company of the views expressed herein. Please see the Company's Privacy Policy at [www.concept3D.com/privacy](http://www.concept3D.com/privacy).

**25. Copyright Policy**

If you believe that your work has been copied and is accessible on the Website in a way that constitutes copyright infringement, or that the Website contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify Company by providing the following information (as required by the Online Copyright Infringement Liability

Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent set forth below:

- (a) A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing, or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company, or its third party service providers, to locate the material;
- (d) Information reasonably sufficient to permit Company, or its third party service providers, to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright Agent:  
Berg Hill GreenLeaf Ruscitti LLP  
1712 Pearl Street Boulder, CO 80302  
Phone Number: 303-402-1600  
Fax Number: 303-402-1601  
Email address: [[inquiries@campusbird.com](mailto:inquiries@campusbird.com), [info@bhgrlaw.com](mailto:info@bhgrlaw.com)]

Only copyright complaints should be sent to the Copyright Agent identified above. No other communications will be accepted or responded to. For communications on other matters, please email: [info@concept3D.com](mailto:info@concept3D.com).