

Legal

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Linking.

You may not use any of Company's proprietary logos, marks, or other distinctive graphics, video, or audio material in your links, without the Company's express written permission, which the Company may withhold in its sole discretion. You may not link in any manner reasonably likely to 1) imply affiliation with or endorsement or sponsorship by Company; 2) cause confusion, mistake, or deception; 3) dilute Company's trademarks or service marks; or 4) otherwise violate state or federal law. In addition, you may only link to the home page of the Website, unless otherwise authorized in writing by Company. This Website may contain links to other Websites. These links are provided for informational purposes only, and Company does not sponsor or affiliate with any linked entity unless expressly stated. Company makes no representations and assumes no responsibility for your use of links provided on the Website.

Delays in Services.

Diversified Property Management, LLC shall not be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or to other like causes beyond the reasonable control of Company. Diversified Property Management, LLC shall have no responsibility to provide you access to the Website while interruption of the Website due to any such cause shall continue.

Termination.

Termination or cancellation of this Agreement shall not affect any right or relief to which Company may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to Company. This Agreement shall remain in full force and effect unless terminated or canceled for any of the following reasons; 1) immediately by Company for any unauthorized access or use by you, including, without limitation: (i) concurrent access to a restricted portion of the Website with identical userids; (ii) any other access or use of the Website except as expressly provided in this Agreement; 3) immediately by Company if you assign or transfer (or attempt the same) any rights granted to you under this Agreement; 4) immediately, if you fail to abide by the rules and regulations relating to the use of, or tamper with or alter any of the Information contained in, or accessed through, the Website; 5) immediately, if you transmit or receive any Information using the Website (or cause the same) in violation of this Agreement (Company, at its sole discretion, shall determine whether any information transmitted or received violates this provision); or 6) immediately, if you violate any of the other terms and conditions of this Agreement.

Monitoring.

You acknowledge that Diversified Property Management, LLC reserves the right to, and may from time to time, monitor any and all Information transmitted or received through the Website. Company, at its sole discretion and without further notice to you, may (but is not obligated to) review, censor or prohibit the transmission or receipt of any Information which Company deems inappropriate or that violates any term or condition of this Agreement. During monitoring, Information may be examined, recorded, copied, and used for authorized purposes. Use of the Website, authorized or unauthorized, constitutes consent to such monitoring.

Limited Warranty.

You acknowledge that the Information and links provided through the Website are compiled from sources which are beyond the control of Diversified Property Management, LLC. Though such Information is recognized by the parties to be generally reliable, the parties acknowledge that inaccuracies may occur, and that Company and its licensors do not warrant the accuracy or suitability of the Information. FOR THIS REASON, YOU ACKNOWLEDGE THAT THE WEBSITE AND INFORMATION ARE PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS. COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING AND ANY IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT. FURTHER, COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE WEBSITE OR INFORMATION WILL MEET YOUR REQUIREMENTS OR ARE SUITABLE FOR YOUR NEEDS. Under this Agreement, you assume all risk of errors and/or omissions in the Website and Information, including the transmission or translation of Information. YOU HEREBY ASSUME ALL RESPONSIBILITY (AND THEREBY HOLD COMPANY HARMLESS), BY WHATEVER MEANS YOU DEEM MOST APPROPRIATE FOR YOUR

NEEDS, FOR DETECTING AND ERADICATING ANY VIRUS OR PROGRAM WITH A SIMILAR FUNCTION.

Limitation of Liability.

You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Website and Information, and for maintaining any means which you may require for the reconstruction of lost data or subsequent manipulations or analyses of the Information provided under this Agreement. YOU AGREE THAT COMPANY AND ITS LICENSORS (INCLUDING ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES OR CONTRACTORS) SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE AND INFORMATION FOR ANY PURPOSE WHATSOEVER. IF THE ABOVE LIMITATIONS OF LIABILITY SHOULD FAIL IN THEIR ESSENTIAL PURPOSE FOR ANY REASON, SUCH LIABILITY IS AND SHALL BE LIMITED TO \$50.00 AS LIMITED DAMAGES AND NOT AS A PENALTY EVEN IF COMPANY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. THE PROVISIONS CONTAINED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Indemnification.

YOU SHALL RELEASE AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS LICENSORS AND THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE "COMPANY PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, AND DEMANDS.

Modification.

Company reserves the right to modify the terms and conditions of this Agreement. Such modifications may include, without limitation, implementation of user priorities, implementation of rules for use by you, and discontinuance of functional aspects of the Website. Company may also add, withdraw or modify Information within the Website or services provided through the Website at any time in its sole discretion. All such modifications shall be displayed online, and such display shall constitute effective notice under this Agreement on the day Company places them on the Website. You agree to review the terms and conditions of this Agreement periodically to be aware of such revisions.

No Conflicting Terms.

If there is any conflict between this Agreement and any help text, manuals, or other documents, this Agreement shall govern, whether such other documents are prior to or subsequent to this Agreement, or are signed or acknowledged by any member of the Company Parties.

Attorney's Fees.

If Company takes action (by itself or through its representatives) to enforce any of the provisions of this Agreement, including collection of any amounts due hereunder, Company shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

Governing Law; Limitations; Venue.

This Agreement shall be governed by the laws of the State of Colorado excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your

access and use of the Website or Information contemplated by this Agreement must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued.

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