# Juris Futura

### Effective May 7, 2020

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- 10.3. <u>Exclusions</u>. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 10 may not apply to you.
- 11. Indemnification. You agree to indemnify, defend, and hold Juris Futura and its officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Website and/or any Content, or any violation of these Terms of Use or applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Website and/or these Terms of Use.
- 12. Third-Party Materials. The Website may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third-Party Materials"). You acknowledge and agree that Juris Futura is not responsible for any Third-Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. Juris Futura does not assume and will not have any liability to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.
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#### 14. Miscellaneous.

- 14.1. <u>Governing Law; Jurisdiction and Venue</u>. These Terms of Use and any dispute or claim arising out of or related to these Terms of Use, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Colorado, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of Colorado.
- 14.2. <u>Waiver and Severability</u>. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or

limited to the minimum extent possible, and the remaining provisions of these Terms of Use will continue in full force and effect.

- 14.3. <u>Entire Agreement</u>. These Terms of Use, including our Privacy Policy **https://jurisfutura.com/privacy.pdf**, constitute the sole and entire agreement between you and Juris Futura with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- **15. Questions.** If you have any questions about the Website or these Terms of Use, please call us at 303-473-2700, email us at info@jurisfutura.com, or write to us at:

Juris Futura LLC Attention: Juris Futura 1800 Broadway Suite 300 Boulder, CO 80302.

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