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## Terms and Conditions

### AGREEMENT BETWEEN THE USER or CLIENT and *ConDeck Corporation*:

Welcome to ConDeck.com!

The “ConDeck Corporation retail and information website” (from this point forward also referred to as “**The Website**”) is comprised of various web pages operated by **ConDeck Corporation**. **The Website** ([www.condeck.com](http://www.condeck.com)) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms and Conditions”) your use of [www.condeck.com](http://www.condeck.com) constitutes your agreement to all such “Terms and Conditions”. Please read these “Terms and Conditions” carefully, and keep a copy of them for your reference.

### PRIVACY:

Your use of [www.condeck.com](http://www.condeck.com) is subject to **ConDeck Corporation’s** “Privacy Policy”, which also governs **The Website** and informs users of our data collection practices.

### ELECTRONIC COMUNICATIONS:

Visiting [www.condeck.com](http://www.condeck.com) or sending emails to [www.condeck.com](http://www.condeck.com) constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on **The Website**, satisfy any legal requirement that such communications be in writing.

### YOUR ACCOUNT:

If you use **The Website**, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that **ConDeck Corporation** is not responsible for third-party access to your account that results from theft or misappropriation of your account. **ConDeck Corporation** and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content at our sole discretion.

### LINKS TO THIRD-PARTY SITES AND THIRD-PARTY SERVICES:

**The Website** may contain links to other websites (“Linked Sites”). The “Linked Sites” are not under the control of **ConDeck Corporation** and **ConDeck Corporation** is not responsible for the

contents of any “Linked Site”, including but not limited to any link contained in a “Linked Site”, or any changes or updates to a “Linked Site”. **ConDeck Corporation** is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by **ConDeck Corporation** of the site or any association with its operators.

Certain services made available via [www.condeck.com](http://www.condeck.com) are delivered by third-party sites and organizations. By using any product, service of functionality originating from **The Website** domain, you hereby acknowledge and consent that **ConDeck Corporation** may share such information and data with any third-party with whom **ConDeck Corporation** has a contractual relationship to provide the requested product, service or functionality on behalf of **ConDeck Corporation’s** users and customers.

#### NO UNLAWFUL OR PROHIBITED USE:

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.condeck.com](http://www.condeck.com) strictly in accordance with these “Terms and Conditions”. As a condition of your using **The Website**, you guarantee to ConDeck Corporation that you will not use **The Website** for any purpose that is unlawful or prohibited by these “Terms and Conditions”. You may not use **The Website** in any manner which could damage, disable, overburden, or impair **The Website** to interfere with any other party’s use and enjoyment of **The Website**. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through **The Website**.

#### INTELLECTUAL PROPERTY:

All content included as part of “The Service”, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on **The Website**, is the property of **ConDeck Corporation** and its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on **The Website**. **ConDeck Corporation’s** content is not for resale. Your use of **The Website** does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will not make use of the content in any other way without the express written permission of **ConDeck Corporation** and/or the copyright owner. You agree that you do not acquire any ownership rights in any protected content. **ConDeck Corporation** does not grant you any licenses, express or implied, to the intellectual property of **ConDeck Corporation** or our Licensors except as expressly authorized by these “Terms and Conditions”

#### USE OF COMMUNICATION SERVICES:

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively these services will be referred to as “Communication Services” or individually as “Communication Service”). You

agree to use the “Communication Services” only to post, send and receive messages and material that are proper and related to the particular “Communication Service”. As an example, and not as a limitation, you agree that when using a “Communication Service”, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as the rights of privacy and publicity) of others: publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer; advertise or offer to sell or buy any goods or service for any business purpose, unless such “Communication Service” specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letter; download any file posted by another user of a “Communication Service” that you know, cannot be legally distributed in such a manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the “Communication Services”; violate any code of conduct or other guidelines which may be applicable for any particular “Communication Service”; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any laws or regulations. **ConDeck Corporation** has no obligation to monitor the “Communication Services”. However, **ConDeck Corporation** reserves the right to review materials posted to a “Communication Service” and to remove any material in its sole discretion. **ConDeck Corporation** reserves the right to terminate your access to any or all of the “Communication Services” at any time without notice for any reason whatsoever. **ConDeck Corporation** reserves the right at all times to disclose any information if necessary to satisfy any applicable law, regulation, legal process or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in **ConDeck Corporation’s** sole discretion. Always use caution when giving out personally identifying information about yourself or your children in any “Communication Service”. **ConDeck Corporation** does not control or endorse the content, messages or information found in any “Communication Service” and, therefore, specifically denies any liability with regard to the “Communication Services” and any actions resulting from your participation in any “Communication Service”. Managers and hosts are not authorized **ConDeck Corporation** spokespersons, and their views and opinions do not necessarily reflect the views and opinions of **ConDeck Corporation**. Materials uploaded to a “Communication Service” may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

**MATERIALS PROVIDED TO “ConDeck Corporation” OR POSTED ON THE WEBSITE:**

**ConDeck Corporation** does not claim ownership of the materials you provide to [www.condeck.com](http://www.condeck.com) (including feedback or suggestions) or post, upload, input or submit to [www.condeck.com](http://www.condeck.com) or our associated services. (Collectively referred to as “Submissions”). However, by posting, uploading, inputting, providing your “Submissions” you are granting **ConDeck Corporation**, our affiliated companies and necessary sublicensees permission to use your “Submissions” in connection with the operation of our/their “Internet Businesses”

including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your “Submissions” and to publish your name in connection with your “Submissions”. No compensation will be paid with respect to the use of your “Submissions”, as described herein. **ConDeck Corporation** is under no legal obligation to post or use any “Submissions” you may provide and may remove any “Submissions” at any time in **ConDeck Corporation’s** sole discretion. By posting, uploading, inputting, or providing your “Submissions” you agree and represent that you own or otherwise control all of the rights to your “Submissions” as described in this section including, without limitation, all the rights necessary for you to provide, post, upload or input the “Submissions”.

#### INTERNATIONAL USERS:

**The Website** ([www.condeck.com](http://www.condeck.com)) and its services are controlled, operated and administered by **ConDeck Corporation** from our offices within the United States of America. If you access **The Website** from a location outside of the United States of America, you are responsible for compliance with all local laws. You agree that you will not use the **ConDeck Corporation** content accessed through [www.condeck.com](http://www.condeck.com) in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

#### INDEMNIFICATION:

You are to indemnify, defend and hold harmless **ConDeck Corporation**, its officers, directors, employees, agents and third-parties, for any losses, costs, liabilities and expenses (including reasonable attorney’s fees) relating to or arising out of your use of, or inability to use, **The Website** or any services on **The Website**, any user postings made by you, your violation of any terms of this agreement or your violation of any rights of a third-party, or your violation of any applicable laws, rules or regulations. **ConDeck Corporation** reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with **ConDeck Corporation** in asserting any available defenses.

#### ARBITRATION:

In the event the parties are not able to resolve any dispute between them arising out of or concerning these “Terms and Conditions”, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed. Upon by the parties. The arbitrator’s award shall be final, and judgement may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of concerns these “Terms and Conditions”, the prevailing party shall be entitled to recover its costs and reasonable attorney’s fees. The parties agree to arbitrate all disputes and claims in regards to these “Terms and Conditions” or any disputes arising as a result of these “Terms and Conditions”, whether directly or indirectly, including tort claims that are a result of these “Terms and Conditions”. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of

this arbitration provision shall be determined by the arbitrator. This arbitration provision shall survive the termination of these “Terms and Conditions”.

CLASS ACTION WAIVER:

Any arbitration under these “Terms and Conditions” will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims against the other only in each’s individual capacity, and not as a plaintiff or class member in any putative class, collective and/or representative proceedings, such as in the form of a private attorney general action against the other. Further, unless both you and **ConDeck Corporation** agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside of any form of a representative or class proceeding.

LIABILITY DISCLAIMER:

The “Information”, “Software”, “Products”, and “Services” included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. **ConDeck Corporation** and/or its suppliers may make improvements and/or changes in **The Website** at any time. **ConDeck Corporation** and/or its suppliers and/or affiliates make no representations about the suitability, reliability, availability, timeliness, and accuracy of the “Information”, “Software”, “Products”, “Services” and related “Graphics” contained on **The Website** for any purpose. To the maximum extent permitted by applicable law, all such “Information”, “Software”, “Products”, “Services” and related “Graphics” are provided “As Is” without any warranty or condition of any kind. **ConDeck Corporation** and/or its suppliers and/or affiliates hereby disclaim all warranties and conditions with regard to this “Information”, “Software”, “Products”, “Services”, and related “Graphics”, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. To the maximum extent permitted by applicable law, in no event shall **ConDeck Corporation** and/or its suppliers and/or its affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use of or performance of **The Website**, with the delay or inability to use **The Website** or related “Services”, the provision of or failure to provide “Services”, or for any “Information”, “Software”, “Products”, “Services”, and related “Graphics” obtained through **The Website**, or otherwise arising out of the use of **The Website**, whether based on a “Work Contract”, tort, negligence, strict liability, or otherwise, even if **ConDeck Corporation** or any of its suppliers or affiliates has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above Limitation may not apply to you. If you are dissatisfied with any portion of **The Website** or with any of these “Terms and Conditions” of use, your sole and exclusive remedy is to discontinue using **The Website**.

TERMINATION AND ACCESS RESTRICTION:

**ConDeck Corporation** reserves the right, in its sole discretion, to terminate your access to **The Website** and the related “Services” or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New

Mexico and you hereby consent to the exclusive jurisdiction and venue of courts in New Mexico in all disputes arising out of or relating to the use of **The Website**. Use of **The Website** is unauthorized in any jurisdiction that does not give effect to all provisions of these “Terms and Conditions”, including, without limitation, this section. You agree that no joint venture, partnership, employment, or agency relationship exists between you and **ConDeck Corporation** as a result of this agreement or use of **The Website**. **ConDeck Corporation’s** performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is derogation of **ConDeck Corporation’s** right to comply with governmental, court and law enforcement requests or requirements relating to your use of **The Website** or information provided to or gathered by **ConDeck Corporation** with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to the applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that, most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and **ConDeck Corporation** with respect to **The Website** and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, written, between the user and **ConDeck Corporation** with respect to **The Website**. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these “Terms and Conditions” to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these “Terms and Conditions” and all related documents be written in English.

CHANGES TO THIS STATEMENT:

**ConDeck Corporation** reserves the right to change these “Terms and Conditions” at any time. We will notify you about significant changes in the way we operate our website as well as significant updates to these “Terms and Conditions” by sending a notice to the primary email address specified in your account, by placing a prominent notice on our site, and/or by updating any information on this page. Your continued use of **The Website** and/or services available through **The Website** after such modifications will constitute your: acknowledgment about the modified “Terms and Conditions”, and agreement to abide and be bound by these “Terms and Conditions”.

CONTACT INFORMATION:

**ConDeck Corporation** welcomes your questions or comments regarding these “Terms and Conditions”. If you believe that **ConDeck Corporation** has not adhered to this statement please contact our Customer Support at:

BY MAIL:

3230 Matthew Ave. NE  
Albuquerque, NM 87107

BY EMAIL:

dylan@condeck.com