

Terms and Conditions of Use

Technology Ventures Corporation is a 501(c)(3) tax exempt, non-profit organization serving high technology entrepreneurs and high technology based company investors to foster economic development and high technology job growth in the communities where we have offices and/or a physical presence. To protect the all of those who use this web site, Technology Ventures Corporation web sites are subject to the following terms and conditions of use.

If you have questions or concerns regarding these terms and conditions of use, please send an e-mail to: Bruce.M.Winchell@LMCO.com .

Terms and Conditions of Use. These are the only "Terms and Conditions" under which you may use Technology Ventures Corporation web sites. Please read this page carefully. If you do not accept the Terms and Conditions stated here, do not use this web site or any TVC services. By using this web site, you are indicating your acceptance to be bound by these Terms and Conditions. Technology Ventures Corporation may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing this web site for any reason.

Ownership of Technology Ventures Corporation web sites Content. The contents of Technology Ventures Corporation web sites are under the control of the Technology Ventures Corporation, whether partial or otherwise such as text, graphics, images, logos, button icons, software and other web site content, are protected under both United States and foreign intellectual property laws. All web site content is the property of Technology Ventures Corporation or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on this web site is the exclusive property of Technology Ventures Corporation and protected by U.S. and international copyright laws. Unauthorized use of the web site content may violate copyright, trademark, and other laws such as the Federal Patriot Act.

Use of Technology Ventures Corporation Web Sites. Technology Ventures Corporation web sites may be used only for lawful purposes. Technology Ventures Corporation authorizes you to view and access a single copy of the content available on Technology Ventures Corporation web sites for your use only. You must retain all copyright, trademark, service-mark and other proprietary notices contained in the original web site content on any copy you make of the web site content.

Prohibited Uses. Technology Ventures Corporation specifically prohibits any use of the web site, and all users agree not to use the web site, for any of the following: The use of the web site content on any other web site for any purpose is prohibited. You may not sell or modify the web

site content or reproduce, display, publicly perform, distribute, or otherwise use the web site content in any way for any public or commercial purpose.

1. You agree not to copy or adapt the HTML code that the Technology Ventures Corporation uses to create or generate any web site content or the pages making up Technology Ventures Corporation web sites.
2. You agree that you will not post any incomplete, false or inaccurate biographical information or information which is not your own accurate resume.
3. You agree that you will not attempt to post any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up front or periodic payment, pays commissions only, requires recruitment of other members, sub-distributors or sub-agents.
4. You agree not to delete or revise any material posted by any other person or entity.
5. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of Technology Ventures Corporation web sites or any activity being conducted on this site.
6. You agree not to take any action which imposes an unreasonable or disproportionately large load on the infrastructure of Technology Ventures Corporation web sites.
7. You agree that if you have a password allowing access to a non-public area of any Technology Ventures Corporation web site, you will not disclose to or share your password with any third parties or use your password for any unauthorized purpose.
8. You agree not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search Technology Ventures Corporation web sites other than the search engine and search agents available from Technology Ventures Corporation web sites if any and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).
9. You agree not to attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of Technology Ventures Corporation web sites.
10. You agree not to compile, aggregate, copy or duplicate in any manner any of the web site content or information available on Technology Ventures Corporation web sites and not to do any derivative works from any materials on any Technology Ventures Corporation web site.

11. You agree not to frame or link to any of the web site content or information available on Technology Ventures Corporation web sites.

12. You agree not to use Technology Ventures Corporation web sites to transmit, distribute, store or destroy material, including without limitation web site content: in violation of any applicable law such as the Federal Patriot Act or regulations; in a manner that will infringe the patent, copyright, trademark, trade secret or other intellectual property rights of others; in violation of the privacy, publicity or other personal rights of others; or in any way that is defamatory, obscene, threatening, abusive or hateful.

Technology Ventures Corporation web sites Security Rules. Users are prohibited from violating or attempting to violate the security of the Technology Ventures Corporation web sites, including, without limitation: accessing data not intended for such user or logging into a server or account which the user is not authorized to access; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to Technology Ventures Corporation web sites, overloading, "flooding", "spamming", "mailbombing" or "crashing"; sending unsolicited e-mail, including promotions and/or advertising of products or services; or forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

Technology Ventures Corporation Cooperates with Law Enforcement Authorities. Technology Ventures Corporation will investigate occurrences which may involve violations of law and will cooperate with law enforcement authorities in prosecuting users who are involved in any such criminal law violations.

Policy Regarding Termination Of Users Who Repeatedly Violate these Terms and Conditions for Use of Technology Ventures Corporation web sites. Technology Ventures Corporation will terminate the accounts of any account holders, and block access to Technology Ventures Corporation web sites of any users, who are violators of these terms and conditions of use for Technology Ventures Corporation web sites. Technology Ventures Corporation reserves the right to take these actions at any time, in our sole discretion, with or without notice, and without any liability to the account holder who is terminated or to the user whose access is blocked.

User Information. If you register for any Technology Ventures Corporation web site, you will be asked to provide Technology Ventures Corporation with certain information including, without limitation, a valid email address. In addition to the terms and conditions that may be set forth in any privacy policy on this web site, you understand and agree that Technology Ventures Corporation may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. Technology Ventures Corporation will not disclose to any third party your name, address, e-mail address or telephone number without your prior con-

sent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant.

User Submissions. As a user, you are responsible for your own communications and are responsible for the consequences of their posting. You agree not to do the following things: post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image or statement; post advertisements or solicitations of business, post chain letters or pyramid schemes; impersonate another person; or post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

You Rely on Submissions of Others at Your Own Risk. Technology Ventures Corporation does not represent nor warrant the truthfulness, accuracy, or reliability of communications posted by users or endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

Technology Ventures Corporation Not Responsible for User Submissions. Technology Ventures Corporation may act as a passive conduit for the online distribution and publication of user-submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users. If notified by a user of communications which allegedly do not conform to these Terms and Conditions, Technology Ventures Corporation may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. Technology Ventures Corporation has no liability or responsibility to users for performance or nonperformance of such activities. Technology Ventures Corporation reserves the right to expel users and prevent their further access to the web site for violating the Terms and Conditions or the law and the right to remove communications which are abusive, illegal, or disruptive. Technology Ventures Corporation may take any action with respect to user-submitted information that it deems necessary or appropriate in its sole discretion if it believes it may create liability for Technology Ventures Corporation or may cause Technology Ventures Corporation to lose any services of its ISPs or other suppliers.

User Submissions Include License to Use by Technology Ventures Corporation. By submitting content to Technology Ventures Corporation web sites, you grant Technology Ventures Corporation and its affiliates a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license with the right to sublicense to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any

form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any user to access, display, view, store and reproduce such content for personal use. Subject to the foregoing, the owner of such user submissions placed on the web site retains any and all rights that may exist in such user submissions.

Unsolicited Creative Disclosures. We appreciate hearing from our customers and welcome your comments regarding our services and the Technology Ventures Corporation web sites. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts, inventions, or other information, the materials shall become the property of Technology Ventures Corporation. None of the materials shall be subject to any obligation of confidence on our part and Technology Ventures Corporation shall not be liable for any use or disclosure of any such materials. Technology Ventures Corporation shall own exclusively all now known or later discovered rights to the materials and shall be entitled to unrestricted use of the materials for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person who submitted the materials.

Registration and Password. You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify Technology Ventures Corporation of any unauthorized use of your registration or password.

Notification And Elements Of Notification Of Claimed Intellectual Property Infringement. If you believe that your copyrighted work has been uploaded, posted or copied to the Technology Ventures Corporation web sites and is accessible on this web site in a way that constitutes copyright infringement, please notify us. Technology Ventures Corporation will investigate the matter and respond to you. You can contact us by e-mail: Bruce.M.Winchell@LMCO.com .

Please provide us with the following information:

1. The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;
2. A description of the copyrighted work you claim has been infringed, and a description of the activity that you claim to be infringing;
3. Identification of the URL or other specific location on this web site where the material or activity you claim to be infringing is located or is occurring; you must include enough information to allow us to locate the material or the activity;

4. Your name, address, telephone number and, if you have one, your e-mail address;
5. A statement by you that you have a good faith belief that use on the web site of the copyrighted work in the manner you are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law; and
6. An Affidavit of Declaration by you that the information you have provided in your notice is accurate and that you are either the copyright owner or are authorized to act on behalf of the copyright owner.

Technology Ventures Corporation Limitation of Liability. Technology Ventures Corporation web sites is only a venue for providing information, links and contacts related to providing TVC services. Technology Ventures Corporation is not involved in the actual transaction between any of the users. As a result, Technology Ventures Corporation has no control over the quality, safety or legality of the opportunities, the truth or accuracy of the listings, or the availability of such opportunities. In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through Technology Ventures Corporation web sites.

No Authentication by Technology Ventures Corporation. Because user authentication on the Internet is difficult, Technology Ventures Corporation cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on Technology Ventures Corporation web sites, in the event that you have a dispute with one or more users, you release Technology Ventures Corporation and all those persons or entities associated therewith from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

We are under no legal obligation to, and generally do not, control the information provided by other users which is made available through Technology Ventures Corporation web sites. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled.

You agree to use caution and common sense when using Technology Ventures Corporation web sites.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any information or material contained therein placed by you on any Technology Ventures Corporation web site.

Disclaimer of Warranties. Technology Ventures Corporation DOES NOT REPRESENT NOR WARRANT THAT THE TECHNOLOGY VENTURES CORPORATION WEB SITES WILL OPERATE ERROR-FREE OR THAT THE TECHNOLOGY VENTURES CORPORATION WEB SITES AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE TECHNOLOGY VENTURES CORPORATION WEB SITES OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, TECHNOLOGY VENTURES CORPORATION IS NOT RESPONSIBLE FOR THOSE COSTS. THE TECHNOLOGY VENTURES CORPORATION WEB SITES AND WEB SITE CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. TECHNOLOGY VENTURES CORPORATION MAKES NO REPRESENTATIONS NOR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

Technology Ventures Corporation web sites may contain inaccuracies or typographical errors. Changes are periodically made to Technology Ventures Corporation web sites and may be made at any time. Technology Ventures Corporation makes no representations about the accuracy, reliability, completeness, or timeliness of any information on Technology Ventures Corporation web sites nor for any changes made to it. The use of Technology Ventures Corporation web sites is at the user's sole risk.

Disclaimer of Consequential Damages. IN NO EVENT SHALL THE COMPANY, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON TECHNOLOGY VENTURES CORPORATION WEB SITES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE TECHNOLOGY VENTURES CORPORATION WEB SITES AND THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TECHNOLOGY VENTURES CORPORATION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Links to Other Sites. The Technology Ventures Corporation web sites contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorse-

ment by Technology Ventures Corporation. Technology Ventures Corporation is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party web sites. If you decide to access linked third party web sites, you do so at your own risk.

No Resale or Unauthorized Use. You agree not to resell or assign your rights or obligations under these Terms of Use. You also agree not to make any unauthorized use of Technology Ventures Corporation web sites.

Limitation of Liability. The aggregate liability of Technology Ventures Corporation to you for all claims arising from the use of the Technology Ventures Corporation web sites shall in no event exceed \$100 regardless of the type of injury suffered by any user of Technology Ventures Corporation web sites.

Termination. Technology Ventures Corporation reserves the right, at its sole discretion, to pursue any and all of its legal remedies, including but not limited to deletion of any postings from the Technology Ventures Corporation web sites and immediate termination of your registration with or ability to access the Technology Ventures Corporation web sites and/or any other service provided to you by Technology Ventures Corporation, upon any breach by you of these Terms and Conditions or if Technology Ventures Corporation is unable to verify or authenticate any information you submit to the Technology Ventures Corporation web sites registration.

User Indemnifies Technology Ventures Corporation. You agree to defend, indemnify, and hold harmless Technology Ventures Corporation its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Technology Ventures Corporation web sites or your breach of these Terms and Conditions. Technology Ventures Corporation shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

Export Control of Materials. Technology Ventures Corporation makes no claims that any user submitted materials may be lawfully viewed or accessed outside of the United States or disclosed to foreign nationals in the United States. Access to user submitted materials may not be legal by certain persons or in certain countries. User submitted materials are the responsibility of the user to obtain any Export Control license that may be required by United States laws and/or regulations. If you access the web site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Controlling Law. These Terms and Conditions are governed by the substantive laws of the United States of America if applicable and the laws of the State of New Mexico, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts in Albuquerque, New Mexico. If any provision of these Terms and Conditions are found to be invalid by any court having competent jurisdiction,

the invalidity of such provision shall not affect the validity of the remaining of these Terms and Conditions, which shall remain in full force and effect. No waiver of any these Terms and Conditions shall be deemed a further or continuing waiver of these Terms and/or Conditions. These Terms and Conditions constitute the entire agreement between you and Technology Ventures Corporation with respect to the use of the Technology Ventures Corporation web sites. No changes to these Terms and Conditions shall be made or effective unless posted on Technology Ventures Corporation web sites by Technology Ventures Corporation.