

# Genesis Financial Technologies, Inc.

## Terms & Conditions

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**Published: November 11, 2008**

To assist you in using our Genesis Financial Technologies, Inc (GENESIS) website, [www.gensisft.com](http://www.gensisft.com) and any other websites we may launch from time to time (collectively, the "Websites"), and to ensure a clear understanding of the relationship arising from your use of any of the Websites, we have created a set of Website Terms and Conditions. Our Website Terms and Conditions govern your use of our Websites generally and the relationship between you and us. Please read on to learn more.

**Your use of any of the Websites or any of the Services (defined below) constitutes your agreement to be bound by and comply with the Website Terms and Conditions and your consent to the collection, use and disclosure of personal information as described in the Privacy Policy. If you do not so agree and consent, you are not authorized to visit or use our Websites or the Services.**

If you have any questions and/or comments regarding our Websites, you may contact us as provided in Section 14 of this agreement.

**PLEASE READ THESE DOCUMENTS CAREFULLY BEFORE USING OUR WEBSITES.**

## Website Terms and Conditions

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### 1.0 Agreement

These Terms and Conditions (the "Website Terms and Conditions") govern your use of the Websites, your receipt of any premium or subscription-based services and information made available through the Websites, and your use of any demonstrations or versions of GENESIS products available through the Websites (collectively, the "Services"). The Websites are provided by Genesis Financial Technologies, Inc and/or its respective affiliates (collectively, "Genesis Financial Technologies, Inc," also referred to as "we" or "us" or GENESIS), and these Website Terms and Conditions constitute an agreement between you and Genesis Financial Technologies, Inc. Some of the services, information and products available from GENESIS or third parties through the Websites may also be governed by additional agreements. To the extent that there is any conflict between these Website Terms and Conditions and any separate written agreement you have executed or otherwise entered into with GENESIS regarding any licensed product or subscription-based services or information available through the Websites, the terms of such separate agreement shall control.

Please read these Website Terms and Conditions carefully; they impose legal obligations on you and govern your relationship with us. By accessing any of the Websites or using the Services, you are acknowledging that you have read and understood these Website Terms and Conditions and agree, without limitation or qualification, to be legally bound by, and to comply with, them.

In addition, if you register as a user of any of the features of our Websites or Services offered through our Websites, during the registration process you may be prompted to click an "I Accept," "Submit" or similar button; your clicking on such button will further confirm your agreement to be legally bound by these Website Terms and Conditions and any additional terms and conditions of service that we may present to you at that time.

### 2.0 Forward Looking Statements

The Websites may contain forward-looking statements within the meaning of the Safe Harbor provisions of the

Private Securities Litigation Reform Act of 1995. Such statements include any statements regarding our future financial performance, future operating results or our plans or expectations for our company and our business. These statements are based on management's current expectations and beliefs and involve known and unknown risks, uncertainties and other factors that may cause actual results to be materially different from those contemplated by the forward-looking statements.

### **3.0 Conditions on Participation**

You may use the Services only if: (i) you are eighteen (18) years of age or older and are of the age of consent in your jurisdiction; (ii) your use of the Services will not violate any law in any applicable jurisdiction, including, but not limited to, United States export controls; (iii) you do not engage in any conduct that will impede, impair or interfere with the functioning of the Services; (iv) you agree not to post any abusive, obscene, vulgar, slanderous, hateful, threatening, sexually-oriented or any material other material that may violate GENESIS policies or may violate any laws of the hosting country or the poster country and (v) you agree to be bound by and abide by all of the provisions of these Website Terms and Conditions.

You acknowledge and agree that GENESIS may terminate your access to the Websites and the Services should you fail to comply with the Terms and Conditions. Any such termination shall be in GENESIS' sole discretion and may occur without prior notice, or any notice. GENESIS further reserves the right to terminate any user's access to the Websites or the Services for any conduct or activity that GENESIS, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to GENESIS, or for any conduct or activity that violates any local, state, federal, or foreign laws or regulations. GENESIS further reserves the right to terminate any user's access to the Websites or Services for any reason or for no reason at all, in GENESIS' sole discretion, without any prior or other notice.

### **4.0 Purpose of Services and Websites**

The Services and Websites are made available solely as a convenience to you for general educational and general informational purposes only.

### **5.0 Disclaimer regarding Content**

GENESIS cannot and does not represent or guarantee that any of the information available through the services or Websites is accurate, reliable, current, complete or appropriate for your needs. Information available through the Services or Websites may be provided by parties with whom GENESIS has no relationship (or no relationship other than one established through these Terms and Conditions). Some other information available through the Services or Websites may be specially obtained by GENESIS Inc from professional businesses or organizations, such as exchanges, news providers, market data providers and other content providers (e.g., the New York Stock Exchange, NASDAQ, New York Mercantile Exchange and Dow Jones), who are believed to be sources of reliable information (collectively, the "Data Providers"). Nevertheless, due to various factors — including the inherent possibility of human and mechanical error — the accuracy, completeness, timeliness, results obtained from use, and correct sequencing of information available through the Services and Websites are not and cannot be guaranteed by GENESIS.

### **6.0 Ownership of Information; Downloading of Materials; Retransmission and Redistribution of Data**

Unless otherwise noted, all right, title and interest in and to the Websites, and all information made available through the Websites or the Services, in all languages, formats and media throughout the world, including all copyrights and trademarks therein, are and shall continue to be the exclusive property of GENESIS and its affiliates. To the extent that the Websites or the Services contain information from third parties pursuant to rights granted as a matter of law (such as principles of "fair use"), GENESIS owns all right, title, and interest (including copyright), in all languages, formats and media throughout the world, in the selection, arrangement and presentation of such information on the Websites or in the Services, as well as in the selection, arrangement, and presentation of all other content on the Websites and in the Services. Certain materials may be made available for download from these Websites. Subject to these Website Terms and Conditions, GENESIS grants you limited permission to download and copy such materials solely for your internal, non-commercial use; provided that all copyright notices appearing on the originals are duplicated on all copies thereof; and provided further that you do not modify the materials in any way. Without limiting any other

right or remedy available to GENESIS, at law or in equity, the limited permission herein granted will automatically terminate in the event you breach the terms of this paragraph and, in such event, you must destroy immediately all downloaded materials in your possession, custody or control.

EXCEPT AS OTHERWISE EXPRESSLY PERMITTED BY THE PRECEDING PARAGRAPH, YOU AGREE NOT TO REPRODUCE, RETRANSMIT, DISSEMINATE, SELL, DISTRIBUTE, PUBLISH, BROADCAST OR CIRCULATE ANY OF THE SERVICES OR MATERIALS IN ANY MANNER OR FOR ANY PURPOSES (WHETHER PERSONAL OR BUSINESS) WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF GENESIS FINANCIAL TECHNOLOGIES, INC AND/OR THE DATA PROVIDERS. IN ADDITION, YOU SHALL NOT, WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF GENESIS FINANCIAL TECHNOLOGIES, INC AND THE RELEVANT DATA PROVIDERS, MAKE COPIES OF ANY OF THE SOFTWARE OR DOCUMENTATION THAT MAY BE PROVIDED, ELECTRONICALLY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, TRANSLATING, DECOMPILING, DISASSEMBLING OR CREATING DERIVATIVE WORKS.

YOU FURTHER AGREE NOT TO USE THE SERVICES OR INFORMATION MADE AVAILABLE THROUGH THE SERVICES FOR ANY UNLAWFUL PURPOSE AND AGREE TO COMPLY WITH REASONABLE REQUESTS BY GENESIS FINANCIAL TECHNOLOGIES, INC TO PROTECT THE RESPECTIVE RIGHTS OF GENESIS FINANCIAL TECHNOLOGIES, INC, ITS AFFILIATES, LICENSORS AND THE DATA PROVIDERS IN THE SERVICES AND IN THE INFORMATION MADE AVAILABLE THROUGH THE SERVICES.

## **7.0 Our Data Providers' Requirements**

These Website Terms and Conditions are subject to any requirements of GENESIS' Data Providers under GENESIS' agreements with such Data Providers, including such additional financial and contractual requirements as may be imposed by such Data Providers from time to time.

## **8.0 Disclaimer regarding Links and Other Third Party Content**

The Websites and Services may provide you with the ability to access a variety of information, material or other content from third parties ("Third-Party Content"), including through links to other websites and forums on which users or other third parties, themselves, may post Third-Party Content. Whenever you access Third Party Content, YOU PROCEED AT YOUR OWN RISK. You understand and agree that such third parties are solely responsible for any such content, and you further agree that GENESIS is not, and will not be, liable for any content or other material posted or otherwise provided by third parties. You further acknowledge that GENESIS does not control the third parties who provide Third-Party Content, does not necessarily (and is not obligated to) review or screen any Third-Party Content either before or after it becomes available through the Websites and Services, and cannot and does not guarantee, attest to, verify, or otherwise warrant that any Third-Party Content is or will be accurate; free from errors, defects or harmful elements; consistent with what it purports to be; appropriate to fit your needs; or otherwise safe or non-objectionable.

You agree that GENESIS shall not be held liable for any trading activities or other activities that occur on any website you access through links on the Websites. We provide these links as a convenience, and do not endorse the content or services offered by these other sites.

Users are prohibited from using the Websites or Services to violate any laws or to violate the rights of GENESIS or of any third parties, all as further provided in our Subscriber Code of Conduct, below.

You further understand that when using the Websites or Services, you may be exposed to content that you find objectionable, crude, indecent, harassing, or otherwise inappropriate. You agree that GENESIS is not, and shall not be, liable for any such material.

## **9.0 No Duty To Monitor Websites**

You understand and agree that GENESIS has the right, but not the obligation, to monitor the Websites, and to remove content from the Websites for any reason, including content that you submit. You further understand and agree that GENESIS has the right, but not the obligation, to review content before it is posted to the Websites, and to refuse to allow content to be posted for any reason. Any and all decisions on whether or not to retain, disseminate, or remove content posted by users shall be made by GENESIS in its sole discretion.

## 10.0 User Code of Conduct

When you register as a User at our Websites, you may gain access to a range of Services, including the ability to participate in chat rooms, exchange instant messages, post messages to forums, and share files. You may use the Websites for lawful purposes only. You agree not to post, upload, e-mail, transmit, distribute, or otherwise make available through the Websites any of the following:

- (i) any material that violates any applicable laws, including without limitation the laws of the United States, the laws of any state or commonwealth within the United States, and the laws of any other jurisdiction that may apply;
- (ii) any material that restricts or inhibits any other user from using and enjoying the Websites;
- (iii) any material that is unlawful, threatening, abusive, harassing, defamatory, obscene, offensive, harmful, obnoxious, pornographic, profane, or indecent, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation;
- (iv) any material that contains viruses or any other element or component that has a capacity or potential to interrupt, destroy, interfere with, permit the unauthorized use of, or limit the functionality of any computer software or hardware, any telecommunications equipment, or any communications network;
- (v) any material that violates or infringes the rights of others, including without limitation rights under copyright, trademark, or patent law; rights of privacy or publicity; rights under defamation law; or rights under securities or other applicable law; or
- (vi) any material that contains any other harmful or illegal component.

You further agree that you will not:

- (i) alter, damage or delete any material appearing on the Websites;
- (ii) disrupt the normal flow of communication on the Websites, such as through "spam" email or by other means;
- (iii) claim a relationship with or speak for any business, organization, or person for which you are not authorized to claim such a relationship; or
- (iv) violate any operating rule, policy or guideline of your Internet access provider or online service.

You acknowledge and agree that these prohibitions do not, and shall not be construed to, create any rights in you or any third parties. We reserve the right (but do not have any obligation) to prohibit or restrict conduct on the Websites and to edit, block, or remove any content, in whole or in part, which in our sole discretion we believe violates our Subscriber Code of Conduct, or is otherwise objectionable.

If you believe that material has been posted that violates any of these prohibitions, or that should otherwise be removed, please contact GENESIS as follows:

Please contact Customer Services at: [customerservices@genesisft.com](mailto:customerservices@genesisft.com)

## 11.0 No Creation of Third-Party Rights

Nothing in these Terms and Conditions shall be construed to create any rights or obligations in, or otherwise on behalf of any third parties.

## 12.0 Shared Files; Information You Download

GENESIS cannot and does not guarantee or warrant that information available for downloading through the Websites or Services will be free of infection or viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy and security of data input and output, and for maintaining a means external to GENESIS for the reconstruction of any lost information.

### **13.0 Materials You Post; Your License to Other Users**

By posting or transmitting, inputting or uploading information or content ("Content") to the Websites, you warrant that such Content does not violate or infringe the rights of any third parties. In addition, you automatically grant GENESIS and GENESIS' users your intellectual property rights, a royalty-free, perpetual, non-exclusive, worldwide license (with the right to grant sublicenses) to use, copy, modify, distribute, publicly display, perform, and otherwise exploit such Content, without compensation to you.

### **14.0 Complaints over Perceived Copyright Infringement**

GENESIS respects intellectual property rights and expects its users to do the same. GENESIS, may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers.

If you believe that materials posted on our Websites infringe your rights under copyright law in specific materials (collectively, a "Work"), we request that you follow the procedure described below to notify us of your concerns or objections.

#### **14.1. Genesis Financial Technologies, Inc's Legal Department:**

If you believe materials posted on our Websites infringe the copyright in your Work, you must direct your concerns to our legal department under the Digital Millennium Copyright Act (17 U.S.C. §512) to respond to such concerns (our "Legal Department"):

Genesis Financial Technologies, Inc.  
4775 Centennial Blvd, Suite 150  
Colorado Springs, Colorado 80919  
Attention: Legal Department

Email: [legal@genesisft.com](mailto:legal@genesisft.com)

**14.2. Content of Notice:** Your notice to our Legal Department should contain the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property;
- (ii) Identification of the copyrighted work that you believe has been infringed;
- (iii) Identification of the material on our Websites that you believe is infringing, with sufficient specificity to permit us to locate the material without undue searching; and
- (iv) Information reasonably sufficient to permit us to contact you, including an address, telephone number and, if available, an e-mail address;
- (v) A statement by you that have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement by you, made under penalty of perjury, that the information on the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **15.0 Disclaimer Regarding Investment Decisions and Trading**

Decisions to buy, sell, hold or trade in securities and other investments involve risk and are best made based on the advice of qualified financial professionals. Any trading in securities or other investments involves a risk of substantial losses. The practice of "Day Trading" involves particularly high risks and can cause you to lose substantial sums of money. Before undertaking any trading program, you should consult a qualified financial professional. Please consider carefully whether such trading is suitable for you in light of your financial condition and ability to bear financial risks. Under no circumstances shall GENESIS be liable for any loss or damage you or anyone else incurs as a result of any trading or investment activity that you or anyone else engages in based on any information or material you receive through the Websites or our Services.

## 16.0 No Advice or Solicitation

The Websites and Services are for informational and educational purposes only and should not be used or construed as an offer to sell, a solicitation of an offer to buy, or an endorsement, recommendation or sponsorship of any company or security by GENESIS, its affiliates, officers, directors, employees or agents. You acknowledge and agree that neither the Websites nor any of the Services is intended to supply investment or financial advice. GENESIS offers no advice regarding the nature, potential value, or suitability or any particular security, transaction, investment or investment strategy. You acknowledge and agree that the use of the Websites and Services, and any decisions made in reliance upon the Websites and Services, are made at your own risk.

## 17.0 Product Trials

All product trials may only be used during the time periods specified for which they are offered. All trials must be used in accordance with any accompanying instructions and may not be used for any reason other than their intended purpose.

## 18.0 Professional/Non-Professional Status

With respect to Services involving the receipt of financial market information, if you are a professional broker, dealer or trader or employed by or conducting business in the securities industry, you must agree to be bound by GENESIS' agreements with the Data Providers before utilizing the Services for commercial purposes.

If you are such a professional, you must contact GENESIS ([customerservices@genesist.com](mailto:customerservices@genesist.com)) to obtain such agreements. Unless you have obtained and executed such agreements, you hereby represent and warrant: (i) that you meet and comply with all NYSE, AMEX, NASDAQ and Data Providers requirements for qualification as a Non-professional Subscriber; (ii) that you are acting solely in your own individual capacity to use the Services solely in connection with your own individual personal investment activities and not in connection with any trade or business activities; and (iii) that you are a sophisticated investor. You acknowledge and agree that if your status with respect to any of the foregoing statements is affected or changed in anyway, you shall promptly contact GENESIS to ([customerservices@genesist.com](mailto:customerservices@genesist.com)) obtain relevant exchange agreements.

If you are not such a professional, you agree to use the Services solely in your own individual capacity, and solely in connection with your own individual personal investment activities and not in connection with any trade or business activities.

## 19.0 Access and Security

You accept responsibility for the confidentiality and use of any access codes, account numbers and customer code numbers that you may receive for your access to and use of the Services. You accept responsibility for all time used and all activity that occurs through or under your access codes, customer numbers and/or account numbers. You agree to notify GENESIS immediately if you become aware of any loss, theft or unauthorized use of your access codes and/or account numbers.

## 20.0 Disclaimer of Warranties and Limitation of Liability

You agree that neither GENESIS, its affiliates, officers, directors, employees, agents or representatives, nor any of the Data Providers, nor any officer, director, employee, agent, affiliate or representative thereof shall have any liability, contingent or otherwise, for any lack of truthfulness, accuracy or timeliness of the Websites or the Services; for any lack of truthfulness, accuracy, timeliness, completeness or correct sequencing of the information made available through the Websites or the Services; for any decision made or action taken by you or anyone else in reliance upon such information or the Websites or the Services; or for any harm or injury resulting from any interruption or delay of any data, information or any other aspect of the Websites or the Services; or for any harm or injury resulting from any unsafe, illegal, defective or otherwise inappropriate or objectionable aspect of any information made available through the Websites or the Services.

THE WEBSITES AND SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE WEBSITES OR SERVICES OR INFORMATION MADE AVAILABLE VIA THE WEBSITES OR SERVICES. YOU

RECOGNIZE THAT THE ACCURACY OF ANY SUCH INFORMATION SHOULD BE CHECKED BEFORE YOU RELY ON IT.

IN NO EVENT WILL GENESIS FINANCIAL TECHNOLOGIES, INC OR THE DATA PROVIDERS BE LIABLE TO YOU, YOUR CUSTOMERS OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO, LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE WEBSITES OR THE SERVICES), OR CLAIMS ARISING IN TORT (INCLUDING NEGLIGENCE), EVEN IF GENESIS FINANCIAL TECHNOLOGIES, INC OR THE DATA PROVIDERS HAVE BEEN ADVISED OF OR ARE OTHERWISE AWARE OF THE POSSIBILITY OF ANY OF THE FOREGOING.

YOU ACKNOWLEDGE THAT DOCUMENTS POSTED TO AND CONTENT AVAILABLE AT THE WEBSITES MAY CONTAIN COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. SHOULD YOU DOWNLOAD ANY SUCH MATERIALS FROM THE WEBSITES, IT IS YOUR RESPONSIBILITY TO PERFORM ANY ANTI-VIRUS SCANNING OR OTHER PRECAUTIONS AS YOU DEEM NECESSARY. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY MATERIALS DOWNLOADED FROM THE WEBSITES AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT OR DATA YOU USE IN CONNECTION WITH OUR WEBSITES.

By way of example, and not by way of limitation, neither Genesis Financial Technologies, Inc nor the Data Providers shall be liable for any loss resulting from a cause over which such entities do not have direct control, including but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, your errors, or events of force majeure.

## **21.0 Indemnification**

You agree to indemnify and hold harmless GENESIS, its affiliates, officers, directors, employees, agents and representatives and the Data Providers and their respective officers, directors, employees, agents and representatives, from and against any and all claims, including, but not limited to, any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorney's fees, of every kind and nature, arising from or relating to your use of the Websites or the Services or the information made available through the Websites or the Services, and/or your violation of these Website Terms and Conditions or any third party's rights, including, but not limited to, copyright, proprietary rights, privacy rights, and rights under defamation law.

## **22.0 Disclaimer of Right to Sue**

You release GENESIS, including its officers, directors, employees, or any other agents, from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute with any user of any of the Websites or Services, or arising in any way from content posted to any of the Websites by any third party.

If you are a California resident, you waive California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect 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."

## **23.0 Modification and Termination of Websites; Modification of Website Terms of Conditions**

Notwithstanding any provision in these Website Terms and Conditions, GENESIS reserves the right, in its sole discretion, at any time, to change or modify from time to time and/or terminate (i) its Websites, (ii) any particular Services made available via its Websites, or (iii) these Website Terms and Conditions. Your use of our Websites following any such change constitutes your agreement to follow and be bound by the Website Terms and Conditions, as changed.

## **24.0 Data Providers Enforcement Right**

Data Providers may enforce these Website Terms and Conditions against you by legal proceedings or other appropriate means.

## **25.0 Force Majeure**

In addition to applicable disclaimers, stated above, GENESIS' performance under these Website Terms and Conditions and the Services shall be excused in the event of interruption and/or delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, earthquake, explosion, acts of terrorism, power failures, equipment failure, industrial or labor dispute, acts of Data Providers or other third party information providers, third party software or communication method interruption.

## **26.0 Entire Agreement**

These Website Terms and Conditions and our Privacy Policy embody the entire understanding between the parties with respect to GENESIS' Websites and supersede any and all prior representations and agreements, if any, oral or written, with respect to GENESIS' s Websites. In the event of any conflict between these Website Terms and Conditions and/or Privacy Policy and any separate agreement you have executed or otherwise entered into regarding GENESIS' s subscription services available through GENESIS' Websites, the terms of such separate agreement shall control.

## **27.0 Severability**

Should any provision of these Website Terms and Conditions be held to be void, invalid, unenforceable or illegal by a court, such provision shall be valid and enforceable to the extent permitted by applicable law, and the validity and enforceability of the other provisions shall not be affected thereby. Failure of any party to enforce any provision of these Website Terms and Conditions shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

## **28.0 Choice of Law; Choice of Forum**

These Website Terms and Conditions and any dispute arising from the Websites or the Services shall be interpreted in accordance with the laws of the State of Colorado, U.S.A. without reference to its conflicts of law principles. You expressly consent and agree that any claims arising under or related in any way to these Terms and Conditions, the Privacy Policy, the Websites or the Services shall be brought only in the state or federal courts located in the State of Colorado, and therefore, you consent to the jurisdiction and venue of those courts.

## **29.0 Assignment**

These Website Terms and Conditions shall not be assignable by you, either in whole or in part. GENESIS reserves the right to assign its rights and obligations under these Website Terms and Conditions.

## **31.0 Your Consent**

By using our Websites, you agree to comply with, and be bound by these Website Terms and Conditions. If you do not agree with some, or all of these Website Terms and Conditions, you are not authorized to visit our Websites.