

SITE TERMS OF USE

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The Site is owned and operated by NexCore Companies LLC (also known as NexCore), who we refer to, together with our affiliates, as “us”, “we” or “our”. When we refer to “you” and “your” in these terms, we are referring to you as a visitor to and user of the Site.

In addition to these terms, your use of the Site is governed by any other policies posted on the Site from time to time, including our privacy policy, which is posted here <https://www.nexcoregroup.com/ncgprivacypolicy>, and which is incorporated by reference into these terms.

1. ACCEPTANCE OF TERMS

YOU SHOULD CAREFULLY READ THESE TERMS. By accessing, browsing, or using the Site, including by contacting us through the Site, you are creating a binding contract between you and us, and you acknowledge that you have read, understood, and agreed to be bound by these terms. If you do not agree to these terms or to any other policy posted on the Site, you should not access or otherwise use the Site.

We may make changes to the Site or these terms at any time. It is our practice to post any changes we make to these terms on this page, and any changes will be effective once the new terms are posted. It is your responsibility to check these terms for updates. You will be able to determine when these terms were last updated by referring to the “Last Modified” legend at the top. **You understand and agree that your continued access to or use of the Site after any posted modification to these terms indicates your acceptance of the modifications, even if you did not take the time to read them.**

2. LINKS TO OTHER WEB SITES

We and others may provide links on the Site to web pages, web sites, and various resources or locations on the web (collectively, “third party sites”). Links to third party sites are provided only for the convenience of users of the Site. We do not operate, control, endorse or guarantee any third party sites, and these terms and our other policies do not apply to any third party sites. When you access any third party sites through a link posted on the Site, it is your responsibility to read the terms and conditions of use, privacy policy and other policies of such third party site.

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5. DISCLAIMER

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6. LIMITATIONS ON LIABILITY

WE WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY CAUSED BY YOUR USE OF THE SITE AND THE CONTENT, INCLUDING BUT NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, OR LINE FAILURE. WE WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL

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7. GOVERNING LAW, CHOICE OF FORUM, JURY AND CLASS ACTION WAIVER

Please read the following section carefully, because it limits the manner in which you can seek relief from us.

The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to these terms, including, without limitation, their validity, interpretation, construction, performance, and enforcement. All legal proceedings arising out of or in connection with the Site and/or these terms shall be brought solely in the State of Colorado. YOU AND WE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR RELATED PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING UNDER, RELATING TO OR IN CONNECTION WITH THE SITE OR THESE TERMS. FURTHER, YOU AGREE THAT YOU MAY ONLY RESOLVE DISPUTES IN YOUR INDIVIDUAL CAPACITY, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR AS CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ACTIONS ARE NOT ALLOWED.

8. INJUNCTIVE RELIEF

In the event you breach or threaten breach of these terms, you acknowledge and agree that we will be greatly and irreparably damaged and the damage will be difficult to quantify. Therefore, we may apply to any court of competent jurisdiction accepting jurisdiction under this specific provision, who, regardless of the Governing Law provision above, will apply the laws of its own jurisdiction in determining whether we will be granted an injunctive or other equitable relief to stop your breach or your threat of breach, without impairing, invalidating, negating or voiding our rights to relief in either law or equity.