



TRANSCENDING YOUR LANGUAGE BARRIERS

TERMS AND CONDITIONS

PLEASE READ THE ENTIRE TERMS AND CONDITIONS BELOW CAREFULLY.

YOU UNDERSTAND AND INTEND THAT THESE TERMS AND CONDITIONS ARE LEGALLY BINDING AND THE EQUIVALENT OF A SIGNED, WRITTEN CONTRACT.

BY ACCESSING AND USING THE WEBSITE DESCRIBED BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

These Terms and Conditions (“Terms and Conditions”) govern the user’s (defined as “You” or “Your”) access to, and use of, this Website (“Website”).

The Website is owned by Mile High Multilingual Services, Inc., which is referred to below as the “Company.”

1. **Website Content.** When You visit the Website, You may see that there is written content on the Website (“Content”). You are hereby specifically advised that You should not rely on any of the Content on the Website to make any decisions or to take any actions. You expressly agree that You will not rely on any of the Content on the Website for any reason, for any purpose, or under any circumstances. To the extent that the Content describes Company’s products or services, that Content is for informational purposes only and Company cannot and does not guarantee or warranty the accuracy or completeness of any information on the Website. Additionally, certain Content may be on the Website for the purpose of assisting the Company with Website layout and design. The Content on the Website is subject to change at any time without any prior notice to You. In the event that You submit to the Company any information or a request for an estimate through the Website, email, or other means, You expressly acknowledge and agree that such request does not constitute a contract or agreement between You and the Company for any purpose. Company will not be required to perform any work or services for You unless there is a separate written agreement which is signed by both You and the Company.

2. **Ownership of Content.** All Content on the Website is, and shall always be, solely owned by the Company. The Company reserves all rights to the Content, including, but not limited to, in the Company’s sole and absolute discretion, changing, modifying, amending, or deleting any of the Content at any time, with no prior notice to You. Company may use any questions, comments, suggestions, or feedback (collectively, “Feedback”) You provide in connection with or related to Your use of the Website as part of Company’s business operations and development of the Website. Your providing of any Feedback, or the Company’s use of any Feedback, does not create any ownership interest for You in the Website or the Company’s intellectual property. You hereby grant a perpetual, worldwide right and license to Company (as well as its successors and assigns) to any ideas, concepts, know-how, or techniques contained in or derived from Your Feedback for any purpose, including, but not limited to, developing and marketing products using such Feedback in every media form now known or later developed. This right includes the right of Company to use, modify, reproduce, and display any derivative works of Your Feedback.

3. **No Warranty.** With regards to any information or Content on the Website, YOU ACCEPT THE WEBSITE “AS IS,” AND “WITH ALL FAULTS.” COMPANY MAKES NO WARRANTY OF ANY



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TYPE, KIND, OR NATURE WHATSOEVER REGARDING THE WEBSITE, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE WEBSITE WILL: (A) MEET YOUR SUBJECTIVE EXPECTATIONS OR REQUIREMENTS; OR (B) PERFORM IN ANY CERTAIN OR SPECIFIC MANNER. COMPANY DOES NOT WARRANT THAT THE USE OF THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED DURING YOUR USE OF THE WEBSITE, OR THAT THE WEBSITE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT WARRANT THAT COMPANY WILL CONTINUE TO SUPPORT, UPDATE, OR UPGRADE THE WEBSITE FOR ANY SPECIFIC PERIOD OR AMOUNT OF TIME, AND COMPANY MAY DISCONTINUE AND/OR DISABLE THE WEBSITE AT ANY TIME AND FOR ANY REASON, OR FOR NO REASON, WITHOUT PRIOR WRITTEN NOTICE TO YOU, AND WITHOUT FIRST OBTAINING YOUR CONSENT. YOU EXPRESSLY ASSUME THE RISK AND ALL RESPONSIBILITY FOR SELECTING THE WEBSITE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE, OF, AND RESULTS OBTAINED FROM THE WEBSITE.

4. Limitation of Liability. You agree that You have no claims, and will not attempt to assert, and shall not be entitled to assert, any claims, demands, lawsuits, or any similar actions, including claims for attorney fees and costs against Company which in any way arise from or relate to: (i) Your access to and/or use of the Website, regardless of the reason; (ii) the Content on the Website, as it exists from time to time; (iii) any changes that are made to the Website; and/or (iv) any other matters that relate to or arise from the Website. This provision shall be construed as broadly as possible for the benefit and protection of Company.

5. Permitted Use. You may only access or use the Website for informational purposes only and as intended for use, as that use is established and determined by Company ("Permitted Use"). In conjunction with Your Permitted Use, You are prohibited from engaging in any of the Prohibited Uses defined below. While using the Website, you agree to comply with all applicable laws, rules, and regulations.

6. Prohibited Uses. You shall not, directly or indirectly, engage in any of the following (collectively, "Prohibited Uses"): (i) copy, republish, or reproduce any portion of the Website for any reason; (ii) market, advertise, or otherwise exploit the Website or any portion thereof for commercial use or monetary gain, or for any third-party's personal or commercial use or benefit for any reason; (iii) remove, alter, disable, or circumvent any copyright, trademark, or patents, or otherwise transfer or use any portion of the Website in violation of any applicable trademarks, copyrights, or patents; (iv) modify, distort, block, burden, disrupt, slow down, or hinder the normal functioning and processes of the Website; (v) transmit, upload, propagate, or otherwise disseminate, any virus, trojan horse, worm, bomb, corrupted file, and/or similar destructive device or corrupted data, or to engage in any other action that would in any way attack, harm, or adversely affect the integrity of the Website or the Company's devices, servers, or software; or (vi) engage in conduct that would spam Company or any other user of the Website.

7. Indemnification. You agree to indemnify, defend, and hold harmless the Company, as well as the Company's managers, officers, directors, insurers, attorneys, agents, employees, and representatives from any and all claims, demands, liabilities, lawsuits, or any similar actions, including claims for attorney fees and costs, that may be asserted by You or by any third-party which in any way arise from or relate to: (i) Your



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access to and/or use of the Website, regardless of the reason; (ii) the Content on the Website, as it exists from time to time; (iii) any changes that are made to the Website; and/or (iv) any other matters that relate to or arise from the Website. This provision shall be construed as broadly as possible for the benefit and protection of Company.

8. Severability. Each provision of these Terms and Conditions operates separately. In the event that any provision of these Terms and Conditions is deemed to be invalid or unenforceable, that provision shall be severed from these Terms and Conditions, and the remaining Terms and Conditions shall be unaffected, and shall remain in full force and effect.

9. Waiver. The Company's failure to insist on strict performance of these Terms and Conditions shall not be deemed a waiver for the Company to insist upon the strict performance of these Terms and Conditions at any later time.

10. Dispute Resolution. Any claim that is brought which in any way arises from or relates to: (a) the use of the Website, (b) the Content on the Website, as that Content may exist and be updated or modified from time to time; or (c) any other matter which is in any way related to the services that the Company provides through the operation and maintenance of the Website (collectively, "Claims"), shall be governed by the laws of the State of Colorado, regardless of any applicable choice of law/conflict of law provisions.

All Claims shall be brought in a state court of competent jurisdiction in Arapahoe County, Colorado. You consent to the Arapahoe County, Colorado, courts having personal jurisdiction over you, and you knowingly and voluntarily waive all defenses of lack of personal jurisdiction or forum non conveniens (inconvenient forum) with respect to the jurisdiction and the venue of any Claims.

Except as where prohibited by applicable law, and without limitation to any statutory right for consumers, you agree that all Claims will be pursued individually, and without resort to any form of class action. You knowingly and voluntarily waive any right to participate in any class action lawsuit or class-wide arbitration.