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Commercial Properties Northern Arizona

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In connection with your use of and/or access to the *Website(s)*, CPNA from time to time might provide you with usernames, passwords and/or other unique identifiers ("Credentials"). You are responsible for the security and confidentiality of the Credentials and agree not to disclose them to any third party, including, any other employee in your company or organization. You are responsible for all information provided, and all acts and/or omissions that occur, while Credentials are being used, in each case, whether by you or a third party. CPNA Parties (as defined below) are not

responsible for any breach of security caused by your failure to maintain the confidentiality and security of any of the Credentials. You agree to notify CPNA immediately in the event of loss, theft or disclosure of any or all the Credentials or if you believe the confidentiality or security of all Credentials has been compromised in any way. You are limited to one User Code. Duplicate Credentials may be revoked. CPNA reserves the right to revoke or modify the Credentials at any time.

You represent and warrant that:

1. you will not use or access our *Website(s)* or Content if you are not able to legally enter into binding contracts (for example, if you are under 18 years old);
2. you are the person to whom the Credentials you used to access the *Website(s)* were issued by us and the information you provided to us in connection with the issuance of the Credentials, if any, was and is true, accurate, current and complete;
3. if you are accessing the *Website(s)* on behalf of the company or organization to whom the Credentials you used to access the *Website(s)* were issued by us, you are duly authorized by all necessary action and have all consents, rights and authority to bind that company or organization to these *Terms of Use*, and you agree to these *Terms of Use* on that company's or organization's behalf;
4. you will not reverse engineer, de-compile or reverse compile any of our technology, including any software or Java applets associated with any of the *Website(s)* and/or the Content;
5. unless we expressly authorize you to do so in writing, you will not use, reproduce, duplicate, copy, sell, resell, distribute, publish or exploit for any commercial purposes any portion of any of the *Website(s)* and/or the Content;
6. you will access and use the *Website(s)* in compliance with all applicable law(s), rules(s) or regulation(s) (whether in the United States or other countries) and in accordance with these *Terms of Use*; and
7. you have all consents, rights and authority to provide and submit any and all information and content provided and submitted by you using the Credentials, the *Website(s)* and/or the Content and all such information and content: (1) is true, accurate, current and complete and we may rely on such information and content; (2) is not libelous, defamatory, indecent, obscene, harassing, hateful or violent; (3) is not meant to harm any CPNA Parties or any third party; (4) does not constitute or include viruses or other harmful codes; (5) as well as its anticipated uses, does not violate, infringe or misappropriate any copyright, patent, trademark or other proprietary rights, or right of publicity or privacy of any CPNA Parties or any third party; and (6) does not violate these *Terms of Use*, or any applicable law, rule or regulation (whether of the United States or other countries).

You acknowledge that your submission of any information or content to us is at your own risk. None of the CPNA Parties will assume any liability to you regarding any loss or liability relating to such information in any way.

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Nothing set forth on the *Website(s)* should be construed as a recommendation to purchase or sell any product or instrument or to enter any transaction, or as a representation that any specific product or instrument is

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During your access to and/or use of any of the *Website(s)*, you may provide, or CPNA may otherwise obtain, information about you and/or your business activities. By using any of the *Website(s)*, you expressly consent to CPNA (1) using this information to assess the function and performance of the *Website(s)*, to assess the needs of its customers, to market CPNA's products and/or services and for the other purposes set out in this paragraph, and (2) transferring this information to CPNA affiliates throughout the world for the purposes specified in (1) above. Any information which you provide or which CPNA otherwise obtains may be used by CPNA for all business purposes, provided however that personally identifiable information will be used (and shared) as described in the Privacy Statement. If information is submitted through your access to any of the *Website(s)* erroneously, or you later determine that information should not have been submitted, for any reason, you accept full financial responsibility for such entry.

You agree, at your own expense, to indemnify, defend and hold harmless CPNA owners, officers, shareholders, and their subcontractors and Suppliers, from and against any and all claims, actions, proceedings, obligations, penalties, losses, liabilities, damages, costs and expenses (including reasonable legal and other professional fees and costs) directly or indirectly arising out of or related to your access to and/or use of any of the *Website(s)* and/or the Content, or, in the event that you are provided with Credentials, any access to and/or use of any of the *Website(s)* and/or the Content under such Credentials, including, but not limited to: (i) a claim that any use of any of the *Website(s)* and/or the Content by you (whether under the Credentials or otherwise) infringes any intellectual property or other proprietary rights of any third party, is libelous or defamatory, or otherwise results in injury or damage to any third party; (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, any of the *Website(s)* and/or the Content by you (whether under the Credentials or otherwise); (iii) any misrepresentation or breach of representation or warranty made by you contained herein; (iv) any breach of any covenant or agreement to be performed by you hereunder; or (v) your violation of any applicable law, rule, or regulation.

CPNA may, in its sole discretion, seek your consent to the terms and conditions of these *Terms of Use* by means of an electronic signature by requesting you to affirmatively check the box indicating your acceptance to these *Terms of Use*, or affirmatively "click" on boxes containing the words "I Accept," "I Agree" or other similar phrases (collectively, "Acceptance Terms"). If you "click" on the Acceptance Terms, your "click" will be deemed a legally binding electronic signature. You acknowledge and agree that you will carefully review any document or web page before making such an electronic signature. By electronically indicating your agreement to these *Terms of Use* and/or registering for and/or accessing, browsing, and/or using any of the *Website(s)* and/or accessing, browsing, and/or using any of the Content, you acknowledge and agree: (i) that you intend to form a legally binding contract between you and CPNA; (ii) that you have read and agree to the terms and conditions of these *Terms of Use*; (iii) that you agree and intend that these *Terms of Use* to be the legal equivalent of signed, written contracts, and equally binding; (iv) that by electronically agreeing to these *Terms of Use*, you acknowledge that you have received a copy of these *Terms of Use* by your viewing a web page containing a hyperlink to the web page where these *Terms of Use* is displayed or otherwise; and (v) that if you are executing these *Terms of Use* on behalf of others (including the company or organization on whose behalf CPNA grants you access to any of the *Website(s)*), you hereby certify that you are an authorized representative, duly authorized, including where applicable, by all required corporate action to act on behalf of such others.

The terms of these *Terms of Use* shall be governed by, and construed in accordance with, the laws of the State of Arizona applicable to contracts made and to be fully performed in such State without reference to principles of conflict of laws, and any action brought in relation to these *Terms of Use* shall be brought in a Federal or State court in Arizona County, Arizona State. You hereby consent to personal jurisdiction in any applicable court for purposes of any such litigation and hereby waive any claim or defense that such forum is not convenient or proper. You hereby consent to service of process by any means authorized by Arizona law (other than by publication). You hereby waive any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to these *Terms of Use*.

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