



TERMS OF USE

Jones/NCTI, Inc. d/b/a NCTI (“NCTI,” “we,” “us,” and “our”) owns and operates this website (this “Site,” which consists of all content and pages located within the ncti.com web domain).

Effective Date of These Terms of Use

These Terms of Use are effective as of November 2, 2016. These Terms of Use replace the Terms of Use previously posted and dated June 22, 2016.

Your Acceptance of These Terms of Use

Your use of this Site constitutes your agreement to comply with and be bound by these Terms of Use. If you do not understand or do not wish to agree to these Terms of Use, you should not use this Site.

Questions Concerning These Terms of Use

If you have questions regarding these Terms of Use, please contact us by email at customercare@ncti.com or by writing us at Jones/NCTI, Inc., 300 E. Mineral Avenue, Suite 5, Littleton, Colorado 80122, Attention: Customer Care.

These Terms of Use May Change

We reserve the right to update or modify these Terms of Use, at any time and without prior notice, by posting the revised version of these Terms of Use on this Site. These changes will be effective as of the date we post the revised version on this Site. Your use of this Site following any such change constitutes your agreement to be bound by the revised Terms of Use.

Unless the change is a minor change (such as a change in our contact information) or a non-substantive change (such as a clarification), we will provide a notice at the top of these Terms of Use for at least 30 days after the new effective date to alert you to the change.

You may access the current version of these Terms of Use at any time by clicking on the link marked “Terms of Use” located at www.ncti.com.

Password Protection

Certain areas of our Site are password-protected. You are responsible for maintaining the confidentiality of your User ID and password. You agree that you will never divulge or share your User ID and password. You will be solely responsible for the activities of anyone accessing this Site using a User ID and password assigned to you, even if the individual is not, in fact, authorized by you. You agree to change your password immediately if you believe your password may have been compromised or used without authorization.

NCTI Privacy Policy

The NCTI Privacy Policy (our “Privacy Policy”) describes how NCTI protects your privacy when you use this Site. Our Privacy Policy is part of and is incorporated in these Terms of Use. To review our Privacy Policy, use the Privacy Policy link found at www.ncti.com.

Rules for Online Conduct

This Site may provide you with the opportunity to participate and post content publicly in the “Comments” and/or “News” section, or through other communication functionality. You may choose to submit or post images, videos, writings, questions, comments, suggestions or other content (collectively, “User Content”). You agree that you are responsible for your own use of the Site and for any User Content submitted or posted. You agree that you will use this Site in compliance with these Terms of Use and all applicable local, state, federal and international laws, rules and regulations, including copyright laws, and any laws regarding the transmission of technical data exported from your country of residence, and all United States export controls.

You agree that you will not use the Site in any manner intended to damage, disable, overburden, or impair any NCTI server or the network connected to any NCTI server or to interfere with any other party's use and enjoyment of the Site. You further agree that you will not e-mail or post any of the following anywhere on the Site:

- Content that defames or threatens others
- Harassing statements or content that violates federal or state law
- Content that discusses illegal activities with the intent to commit them
- Content that infringes another's intellectual property, including but not limited to, copyrights, trademarks or trade secrets
- Material that contains obscene (i.e. pornographic) language or images
- Advertising or any form of commercial solicitation
- Content that is otherwise unlawful
- Copyrighted material, including without limitation software, graphics, text, photographs, sound, video and musical recordings, may not be placed on the Site without the express permission of the owner of the copyright in the material, or other legal entitlement to use the material.

Ownership, Copyright, and Trademark Matters

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Agent to Receive Notification of Claimed Infringement

NCTI does not knowingly violate the copyrights of others. We will promptly remove or disable access to material on our Site that we know is infringing or if we become aware of circumstances from which infringing activity is apparent.

If you believe that we have included copyrighted material in our Site in a manner that constitutes copyright infringement, please immediately notify our Designated Agent at the address set forth below. Your notice must be in writing and must include:

- a description of the copyrighted work you believe has been infringed (or if you believe multiple copyrighted works have been infringed, a representative list);
- a description of the material you believe is infringing or the subject of infringing activity, together with enough information to permit us to locate the material (e.g., URL, IP address, computer name);
- enough information to permit us to contact you, such as, your name, address, telephone number and, if available, email address;
- a statement that you have a good faith belief that the allegedly infringing use of the material was not authorized by the owner of the exclusive right that is allegedly infringed (the “copyright owner”), an agent for the copyright owner, or by law;
- a statement that all of the information you have provided is accurate; and
- a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner.

Your statement must be addressed as follows:

Jones/NCTI, Inc.
 300 E. Mineral Ave., Suite 5
 Littleton, CO 80122
 Attention: Glenn Comar, Designated Agent
 Phone: 303.784.8307
 Facsimile: 303.797.9394

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APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL NCTI, ITS AFFILIATES, THEIR SERVICE PROVIDERS AND LICENSORS, OR ANY OF THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS SITE, ANY CONTENT PUBLISHED ON THIS SITE, OR ANY COURSES, PRODUCTS OR SERVICES PROVIDED OR PURCHASED THROUGH THIS SITE OR OTHERWISE.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA,

INCOME OR PROFITS), WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF NCTI, ITS AFFILIATES, OR THEIR SERVICE PROVIDERS AND LICENSORS HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF NCTI, ITS AFFILIATES, AND THEIR SERVICE PROVIDERS AND LICENSORS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00). MOREOVER, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SITE, ANY CONTENT PUBLISHED ON THIS SITE, OR ANY COURSES, PRODUCTS OR SERVICES PROVIDED OR PURCHASED THROUGH THIS SITE OR OTHERWISE, MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, SO ALL OR PART OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless NCTI and its affiliates, officers, directors, employees and contractors from any demands, claims, damages, liabilities, expenses or harms, including attorneys' fees, arising in connection with your use of this Site, online conduct, breach of these Terms of Use, or dealings or transactions with other persons resulting from use of this Site.

Your Comments and Other Submissions

We welcome your comments, feedback, suggestions, reviews, and other communications regarding our courses and this Site (collectively, "Comments").

All Comments submitted to us shall be and remain the exclusive property of NCTI. Your submission of Comments will constitute an assignment to NCTI of all worldwide rights, title and interests in your Comments, including all copyrights and other intellectual property rights in your Comments. NCTI will be entitled to reduce to practice, use, copy, disclose, display or perform publicly, improve and modify any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information, product ideas, inventions, or original artwork.

We will not use your Comments in a way that identifies you personally, without your permission.

Links to Sites Operated by Third Parties

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Interpretation

As used in these Terms of Use, the term "including" means "including, but not limited to."

Waiver

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by NCTI of any breach of any provision of these Terms of Use or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use shall remain in full force and effect.

Governing Law, Jurisdiction and Venue

NCTI's headquarters is located in Colorado. These Terms of Use shall be governed under the laws of the State of Colorado without regard to its conflicts of law provisions. The exclusive venue for all actions or proceedings arising out of or relating to these Terms of Use shall be in state or federal court in Denver, Colorado. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

Entire Agreement

These Terms of Use contain the entire understanding and agreement between you and NCTI with respect to the matters covered under these Terms of Use and supersede all previous communications, negotiations and agreements, whether oral, written, or electronic between you and NCTI with respect to this Site and your use of this Site.