

MTN Consulting, LLC

MTN CONSULTING
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5. **Disclaimers.** THIS BLOG AND THE CONTENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY STATED HEREIN. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM COURSE OF DEALING, OR COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE CONTENT OF OUR BLOG IN TERMS OF ITS COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.
6. **Limitation of Liability**
 - A. YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR

OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF OUR SERVICE) ARISING OUT OF OR IN RELATION TO THESE TERMS OR YOUR USE OR INABILITY TO USE OR ACCESS THE BLOG (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF OUR SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS THAT MAY OCCUR DUE TO ANY LOSS OF SERVICE, ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE BLOG, FORCE MAJEURE EVENTS, OR THE APPLICATION OF ANY POLICY SET FORTH HEREIN.

- B. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US, SUBSIDIARIES, DIRECTORS, EMPLOYEES, ATTORNEYS, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS ARISING OUT OF OR RELATING TO THE BLOG OR ANY USER CONTENT IS TO STOP ACCESSING OR USING THE BLOG, AND TO CANCEL YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR OWNERS, SUBSIDIARIES, DIRECTORS, EMPLOYEES, ATTORNEYS, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE SERVICES. IN NO CASE SHALL OUR LIABILITY OR THAT OF OUR OWNERS, SUBSIDIARIES, DIRECTORS, EMPLOYEES, ATTORNEYS, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS TO YOU EXCEED THE GREATER OF (A) THE AMOUNT ACTUALLY PAID BY YOU FOR THE BLOG SUBSCRIPTION OR (B) ONE HUNDRED DOLLARS (U.S.). THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES..
- C. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY, AND THAT OF OUR SUBSIDIARIES, DIRECTORS, EMPLOYEES, ATTORNEYS, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.
- D. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7. **Indemnification.** By accessing the Blog you agree to indemnify, defend and hold us and our officers, directors, employees, agents, and affiliates harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by us through your use of the Blog or your posting or transmission of User Content in violation of these Terms (including, but not limited to, negligent or wrongful conduct, infringement of any third party's intellectual property, confidentiality, privacy or publicity rights). You also agree to take sole responsibility for any royalties, fees or other monies owed to any person by reason of any content you post or transmit through the Blog website we provide. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. This Section shall survive any expiration or termination of these Terms.
8. **Disputes; Resolution; Arbitration**
 - A. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or use of the Website must be filed within one year after such claim or cause of action arose or be forever barred.
 - B. **Arbitration.** In the event of any dispute, claim, question or disagreement arising from or relating to these Terms, or the relationship that results from these Terms, other than claims for injunctive or other equitable relief (a "**Dispute**"), the parties hereto shall use their best efforts to settle the Dispute. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then the Dispute shall be resolved by binding arbitration in Chandler, Arizona, USA, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "**AAA**"), subject to the limitations of this section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within the time provided herein, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate the Dispute. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules of the AAA from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing, shall be final, judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by sections 10 and 11 of the Federal Arbitration Act, the terms of which sections the parties agree shall apply. The expenses of arbitration, including reasonable attorneys' fees and the fees and expenses of the arbitrator, shall be shared equally by the parties.

- C. The arbitrator will have no authority to award attorneys' fees, punitive damages, or any other monetary relief not measured by the prevailing party's actual damages and each party irrevocably waives any claim thereto. The award may include equitable relief. The arbitrator will not make any ruling, finding, or award that does not otherwise conform to these Terms. The arbitrator may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition.
 - D. The parties agree to treat all aspects of the arbitration as confidential, as provided in the AAA Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.
 - E. These Terms shall not be governed by the United Nations Convention on the International Sale of Goods.
9. **Class Action Waiver.** Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity, and each party hereby waives any right to assert consolidated claims with respect to any disputes subject to arbitration under these Terms or any disputes between the parties. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
10. **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to these terms or the transactions contemplated hereby.
11. **Location of Operation.** Our Blog is operated via a website from the State of Arizona, United States of America, and we make no representation that content provided is applicable or appropriate for use in other locations. We make no claims that the Blog or any of its content is accessible or appropriate outside of the United States. Access to the Blog may not be legal by certain persons or in certain countries. If you access the Blog from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Your use of the Blog does not subject us to judicial process in or to the jurisdiction of courts or other tribunals in your jurisdiction or location.
12. Our Blog and the information contained or referred to herein does not constitute an offer or a solicitation of an offer for the purchase or sale of any securities. Our Blog may contain information and press releases about and by MTN. Any statements in our Blog that are not historical facts, including but not limited to plans, projections, objectives, goals, strategies, future events or performance and underlying assumptions, are forward-looking statements as provided in the rules and regulations of the Securities Act of 1933, Securities Exchange Act of 1934, and the Private Securities factors which may or may not be disclosed herein. Statements or phrases that use such words as "believes", "anticipates", "plans", "may",

“hopes”, “can”, “will”, “expects”, “estimates”, “predicts”, “is designed to”, “with the intent”, “potential”, and similar expressions commonly indicate forward-looking statements, but in their absence do not mean that a statement is not forward-looking. Any forward-looking statements contained herein involve risks and uncertainties, including but not limited to, general economic and currency conditions, various conditions specific to our business and industry, market demand, competitive factors, supply constraints, technology factors, government and regulatory actions, our accounting policies, future trends, and other risks which are detailed in our Securities and Exchange Commission filings. While information prepared by us was believed to be accurate as of the date so prepared, we disclaim any duty or obligation to update any information or forward-looking statement or to verify the accuracy of information prepared by others.

13. General

- A. **Governing Law.** For all legal proceedings arising out of use of the Website and/or relating to these Terms, these Terms and the relationship between you and us shall, irrespective of any choice of laws rules, be governed by and construed in accordance with the laws of the State of Arizona. You and we hereby irrevocably and unconditionally submit to the jurisdiction of courts located in Chandler, Arizona, or the court of competent jurisdiction closest thereto if no court of competent jurisdiction resides therein, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. You and we irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.
- B. **Assignment.** You may not assign, convey, or transfer (whether by contract, merger or operation of law) (collectively, “assign” or variants) these Terms, in whole or in part, without our prior written consent, which may be granted or withheld by us in our sole discretion. Any attempted assignment in violation of these Terms will be of no power or effect. We may assign these Terms freely at any time without notice. Subject to the foregoing, these Terms will bind and inure to the benefit of each party’s permitted successors and assigns. We reserve the right to, and you hereby consent to, our right to disclose, transfer, and/or assign your Personal Information in connection with a merger, consolidation, restructuring, financing, sale, or other transaction. In addition, when a potential buyer is interested in purchasing one of its properties, you agree that we may provide the potential buyer with your Personal Information, subject to the restrictions in these Terms.
- C. **Waiver.** The failure to exercise or enforce any right or provision shall not affect our right to exercise or enforce such right or provision at any time thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- D. **Severability.** If any portion of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court

should endeavor to give effect to the parties' intentions as reflected in such provision, and, notwithstanding such finding, the remaining provisions of these Terms shall remain in full force and effect.

- E. **Entire Agreement.** These Terms, including, but not limited to, the Privacy Policy (and updates to the foregoing) and any other terms agreed to in writing by the parties or by way of your use of the Website or the Services shall constitute the entire and exclusive understanding and agreement between you and us regarding this subject matter, and shall supersede any and all prior or contemporaneous representations or understandings relating to this subject matter, and except as expressly permitted in these Terms may only be amended by a written agreement signed by authorized representatives of the parties. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration. The failure of us to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or our right to act with respect to subsequent or similar breaches.
- F. **Headings.** The headings of sections and paragraphs in these Terms are for convenience only and shall not affect its interpretation.
- G. **Notice.** You agree that we may provide you with notices, including those regarding changes to these Terms, by email to the address you provided at the time of registration or such changed address as you provide to us in your account data.
- H. **Contact Us.** Our contact information is: MTN Consulting, LLC, Attn: Matt Walker; Email: matt@mtnconsulting.biz. You may also visit our "Contact Us" Website page at <https://mtnconsulting.biz/contactus>.