

# TERMS OF USE

Last Updated: 4/8/2025

## 1. ACCEPTANCE OF TERMS

Welcome to [www.xpadventure.org](http://www.xpadventure.org) ("Site"). By accessing and using this Site, you accept and agree to be bound by these Terms of Use ("Terms"), our Privacy Policy, and any other terms that may apply to specific sections of the Site. If you do not agree to these Terms, please do not use our Site.

## 2. CHANGES TO TERMS

We reserve the right to modify these Terms at any time. All changes will be effective immediately upon posting to the Site. Your continued use of the Site following the posting of revised Terms means you accept the changes.

## 3. ACCOUNT REGISTRATION

### 3.1 Account Creation

Certain portions of the Site may require you to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate and complete.

### 3.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

## 4. USER CONDUCT

You agree that you will not:

- Use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site
- Use the Site in any manner that could damage, disable, overburden, or impair the functioning of the Site
- Post, upload, or share any content that is illegal, fraudulent, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable
- Use the Site to transmit or upload any viruses, malware, or other types of malicious software

- Attempt to access any part of the Site that you are not authorized to access
- Violate any applicable law or regulation in connection with your use of the Site

## **5. INTELLECTUAL PROPERTY**

### **5.1 Site Content**

Unless otherwise noted, all content on this Site, including text, graphics, logos, icons, images, audio and video clips, and software, is the property of XP Adventure LLC or its content suppliers and is protected by United States and international copyright laws.

### **5.2 Limited License**

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site for personal, non-commercial purposes.

### **5.3 Trademarks**

All trademarks, service marks, and trade names that appear on the Site are proprietary to XP Adventure LLC or its licensors. You may not use our trademarks, service marks, or trade names without our prior written consent.

## **6. USER CONTENT**

### **6.1 Ownership of User Content**

Any content that you submit, post, or display on or through the Site ("User Content") remains your property. By providing User Content, you grant us a worldwide, non-exclusive, royalty-free license to use, copy, modify, adapt, publish, transmit, distribute, and display such User Content.

### **6.2 Responsibility for User Content**

You are solely responsible for your User Content and the consequences of posting or publishing it. We have no obligation to monitor User Content, but we reserve the right to remove any User Content that violates these Terms or that we find objectionable for any reason.

## **7. THIRD-PARTY LINKS AND CONTENT**

The Site may contain links to third-party websites and services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

## **8. DISCLAIMER OF WARRANTIES**

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

## **9. LIMITATION OF LIABILITY**

IN NO EVENT SHALL XP Adventure LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SITE.

## **10. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless XP Adventure LLC and its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from your use of the Site or your violation of these Terms.

## **11. TERMINATION**

We may terminate or suspend your access to the Site immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon termination, your right to use the Site will immediately cease.

## **12. GOVERNING LAW**

These Terms shall be governed by and construed in accordance with the laws of the state of Colorado, without regard to its conflict of law provisions.

## **13. DISPUTE RESOLUTION**

### **13.1 Informal Resolution**

Before filing a claim against XP Adventure LLC, you agree to try to resolve the dispute informally by contacting us at [Info@xpadventure.org](mailto:Info@xpadventure.org). We'll try to resolve the dispute informally by contacting you via email.

### **13.2 Arbitration**

If a dispute cannot be resolved informally, you and XP Adventure LLC agree to resolve any claims related to these Terms through final and binding arbitration, except as set forth below. The arbitration will be conducted by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

### **13.3 Exceptions**

You may assert claims in small claims court if your claims qualify. Either party may seek injunctive relief in any court having jurisdiction to protect its intellectual property rights.

### **13.4 Class Action Waiver**

YOU AND [COMPANY NAME] AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **14. SEVERABILITY**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

## **15. ENTIRE AGREEMENT**

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire agreement between you and us concerning the Site.

## **16. CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at:

XP Adventure LLC

Denver, CO

[info@xpadventure.org](mailto:info@xpadventure.org)