

TERMS AND CONDITIONS

Welcome to the www.thirdgate.com (collectively, the "Site"). This Site is maintained and operated by **THIRD GATE PARTNERS**. ("Company").

YOUR ACCESS AND USE OF THE SITE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") AND ALL APPLICABLE LAWS. BY ACCESSING OR USING ANY PART OF THE SITE, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW, YOU MAY NOT USE ANY PORTION OF THE SITE.

Authorized Use of Site: This Site is provided for your personal and non-commercial use and for informational purposes only. Any other use of the Site requires the prior written consent of Company.

Unauthorized Use of Site: You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Site. Further, you may not use any such automated means to manipulate the Site, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Site or any other user's use of the Site, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the Site, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms and Conditions. You may not frame portions of the Site within another website or application. You may not resell use of, or access to, the Site to any third party without our prior written consent.

Registration and Passwords: In order to access certain services on the Site, you may be required to provide specific information. All information about you must be truthful, and you may not use any aliases or other means to mask your true identity. Any access codes or passwords provided should be safeguarded at all times. You are responsible for the security of your access codes and passwords and will be solely liable for any use or unauthorized use under such access codes or passwords. We may suspend or terminate your access at any time with or without notice. To understand how we use information collected from you, please read our Privacy Policy at:

http://thirdgate.weebly.com/uploads/9/2/7/3/92732662/third_gate_privacy_policy.pdf.

Proprietary Rights: Company is the owner of or otherwise licensed to use all parts of the Site, including all copy, software, graphics, designs and all copyrights, trademarks, service marks, trade names, logos, and other intellectual property or proprietary rights contained therein. Some materials on the Site belong to third parties who have authorized Company to display the materials, such as portfolio works, client logos and trademarks and other proprietary materials. By using the Service, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. **Except as expressly set forth in these Terms and Conditions, no license is granted to you and no rights are conveyed by virtue of accessing or using the Site. All rights not granted under these Terms and Conditions are reserved by Company.**

No Ideas Accepted: Company does not accept any unsolicited ideas from outside the Company including without limitation suggestions about advertising, promotion or merchandising of our products, additions to our product lines, services, or changes in methods of doing business. We may already be working on or may in the future work on a similar idea. This policy eliminates concerns about ownership of such ideas. If, notwithstanding this policy, you submit an unsolicited idea to this Site, you understand and acknowledge that such idea is not submitted in confidence and Company assumes no obligation,

expressed or implied, by considering it. You further understand that Company shall exclusively own all known or hereafter existing rights to the idea everywhere in the world, and that such idea is hereby irrevocably assigned to Company. Without limiting the foregoing, to the extent any such assignment is deemed unenforceable, you hereby grant Company an irrevocable, perpetual, world-wide license to use the idea in any manner, in any medium now known or hereafter developed, without compensation to you.

Links: This Site may contain links to other websites or applications not maintained by Company. Other websites or apps may also reference or link to our Site. We encourage you to be aware when you leave our Site and to read the terms and conditions and privacy statements of each and every website or app that you visit. We are not responsible for the practices or the content of such other websites or apps.

No Warranties: WHILE COMPANY USES REASONABLE EFFORTS TO INCLUDE UP-TO-DATE INFORMATION ON THE SITE, COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO ITS ACCURACY OR COMPLETENESS. COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT ON THE SITE. YOUR USE OF THE SITE IS AT YOUR OWN RISK. THE SITE, INCLUDING ALL CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS" AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY SHALL NOT BE LIABLE FOR THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. IN NO EVENT WILL COMPANY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES, OR FOR ANY DIRECT DAMAGES, AND/OR ANY OTHER DAMAGES RESULTING YOUR USE OF THE SITE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the amount paid by you, if any, for accessing this Site.

Changes: All information posted on the Site is subject to change without notice. In addition, these Terms and Conditions may be changed at any time without prior notice. We will make such changes by posting them on the Site. You should check the Site for such changes frequently. Your continued access of the Site after such changes conclusively demonstrates your acceptance of those changes.

Indemnification: You agree to indemnify, defend and hold harmless Company, its employees, directors, officers, agents, business partners, affiliates, contractors, distribution partners and representatives from and against any and all claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to, any breach by you of any of these Terms and Conditions or applicable law.

Severability. If any part of these Terms and Conditions shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms and Conditions, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

Waiver; Remedies: The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms and Conditions by you shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms and Conditions. The rights and remedies of Company under these Terms and Conditions and any other applicable agreement between you and Company shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy.

Governing Law. The laws of the State of New York shall govern these Terms and Conditions. YOU HEREBY WAIVE ALL RIGHTS TO TRIAL IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THE SITE OR THESE TERMS OF USE. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SITE OR THESE TERMS OF USE SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE ARBITRATION SHALL BE CONDUCTED IN NEW YORK.

FOR ANY MATTERS WHICH ARE NOT SUBJECT TO ARBITRATION AS SET FORTH IN THESE TERMS OF USE AND/OR IN CONNECTION WITH THE ENTERING OF ANY JUDGMENT ON AN ARBITRATION AWARD IN CONNECTION WITH THESE TERMS OF USE, YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS LOCATED IN NEW YORK.

ANY CLAIMS ASSERTED BY YOU IN CONNECTION WITH THE SITE MUST BE ASSERTED IN WRITING TO US WITHIN ONE (1) YEAR OF THE DATE SUCH CLAIM FIRST AROSE, OR SUCH CLAIM IS FOREVER WAIVED BY YOU. EACH CLAIM SHALL BE ADJUDICATED INDIVIDUALLY, AND YOU AGREE NOT TO COMBINE YOUR CLAIM WITH THE CLAIM OF ANY THIRD PARTY.

Questions: Should you have any questions regarding these Terms and Conditions you may contact us at claudia@thirdgate.com

These Terms and Conditions are effective and were last updated on November, 2016.