

TERMS OF USE, DISCLAIMER & PRIVACY POLICY

These Terms of Use, Disclaimer & Privacy Policy (Terms) constitute a binding legal agreement between the Standard Operating Procedure (SOP) Cooperative and you (the website user), superseding any and all other negotiations or agreements unless such agreements are more protective of SOP Cooperative's rights.

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY USING OUR SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE FOLLOWING TERMS OF USE, DISCLAIMER AND PRIVACY POLICY (COLLECTIVELY "TERMS").

DISCLAIMER/LIMITATION OF LIABILITY.

SOP Cooperative assumes no liability for your activity in connection with your use of the Site whatsoever.

INFORMATION published on the Site may refer to procedures, legislation, regulations, products, programs or services that are not available in or applicable to you or your country or state. INFORMATION may be incomplete, out of date, expired or invalid. Consult a qualified professional for information regarding the policies, procedures, legislation, regulations, products, programs and services that may be available to you.

INFORMATION ON THE www.sopcooperative.com WEBSITE IS PROVIDED BY SOP COOPERATIVE OR OUR PARTICIPANTS ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, SOP COOPERATIVE AND OUR PARTICIPANTS, TO THE EXTENT THEY UPLOAD INFORMATION OR USER CONTENT TO THE SITE, EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) WARRANTIES OF MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) EXPECTED OR INTENDED RESULTS OF ANY INFORMATION AND (D) NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

FURTHER, SOP COOPERATIVE AND OUR PARTICIPANTS, TO THE EXTENT THEY UPLOAD USER CONTENT TO THE SITE, DO NOT GUARANTY OR WARRANT, AND DISCLAIM ANY AND ALL LIABILITY FOR YOUR INABILITY TO USE, INFORMATION OBTAINED FROM OUR WEBSITE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, DEFECTS IN THE ACCURACY OR COMPLETENESS OF INFORMATION, DELAY OR FAILURE OF IN SHIPMENT OR TRANSMISSION, ERRORS OR OMISSIONS IN INFORMATION, PROBLEMS WITH THIRD-PARTIES WITH WHOM SOP COOPERATIVE CONDUCTS BUSINESS, RECOMMENDATIONS BY OUR MEMBERS, PARTICIPANTS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, ADVISORS, AFFILIATES, VOLUNTEERS, CONTRIBUTORS, SUPPLIERS, ADVERTISERS OR AGENTS, INCOMPATABILITY WITH OPERATING SYSTEMS, AND ANY LOSSES OR DAMAGES WHATSOEVER ARISING FROM THE USE OF SUCH INFORMATION.

IN NO EVENT SHALL SOP COOPERATIVE (AS DEFINED HEREIN) OR OUR PARTICIPANTS, TO THE EXTENT THEY UPLOAD USER CONTENT TO THE SITE, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE INFORMATION OFFERED FOR USE, SALE OR LICENSE ON OUR SITE OR THIRD PARTY LINKED SITES.

IN THE EVENT SOP COOPERATIVE OR A PARTICIPANT'S INFORMATION IS UTILIZED IN A JURISDICTION THAT DOES NOT PERMIT ALL OR A PART OF THESE DISCLAIMERS, THE MAXIMUM AMOUNT RECOVERABLE FROM THE ORIGINATOR OF THE INFORMATION FOR ANY CLAIM, DEMAND, ACTION, PROCEEDING OR JUDGMENT WHATSOEVER, INCLUDING ANY AND ALL ATTORNEYS' FEES AND COSTS, SHALL BE RESTRICTED TO \$50.00 U.S.

SOP Cooperative, wherever referenced in these Terms, includes SOP Cooperative's officers, directors, managers, employees, volunteers, independent contractors, advisors, contributors, affiliates, suppliers, advertisers, and agents.

Participant, wherever used in these Terms, means an entity that is provided with logon identification(s) and password(s) to access certain restricted areas of the SOP Cooperative Site, which materials may be used for internal business purposes only.

SITE or **WEBSITE** as used in these Terms means www.SOPCooperative.com and all pages associated with this domain address on the Internet.

INFORMATION as used in these Terms means any materials, services and products on the Site, including without limitation, content, text, graphics, logos, icons, images, sound recordings, audio/visual clips and multi-media materials, whether provided by Us or others, including, without limitation, Our Participants, members, affiliates, volunteers, contributors, vendors, licensors or others.

Revisions to the Terms. We reserve the right to revise, amend, modify or replace these Terms, Our Website and Our other policies and agreements at any time and in any manner. Your only recourse, if you disagree with these Terms, is to not use the Site or INFORMATION provided.

Revisions to Site. We consider Our Site to be informational in nature and are providing it as a service to Our Participants. We may make changes to the INFORMATION on the Site at any time without notice. INFORMATION available on the Site may be out of date, incomplete or inaccurate; We make no commitment to update the Site or INFORMATION on the Site. Any changes or failure to make updates shall not be considered evidence of improper action, a breach of these Terms or grounds for an actionable claim against Us in any manner, in equity or at law.

Eligibility. You must be at least thirteen (13) years of age to use the Site. By agreeing to these Terms, you represent and warrant to us: (a) that you are at least thirteen (13) years of age; (b) that you have not previously been suspended or removed from using the Site; and (c) that your registration, if any, and your use of the Site is in compliance with any and all applicable laws and regulations. If you are using the Site on behalf of an entity, organization or company, you represent and warrant that you have the authority to bind such organization to these Terms and

you agree to be bound by these Terms individually and on behalf of such organization.

Accounts and Registration. Certain features of the Site do not require an account. However, you are required to register for an account to use Participant-only features of the Site. When you register for an account, you may be required to provide Us with some information about yourself (such as your e-mail address or other contact information). You agree that the information you provide to Us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you may be asked to provide a password. If so, you are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. You may not use anyone else's user name, password or account at any time without the express permission and consent of the holder of that user name, password or account. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Participant access may be through third-party sites and is currently through *Google* services (Linked Account). By registering for or logging into the Site with a Linked Account, you agree that We may access and use any account information from the Linked Account that you have configured to be made available to third parties in this manner; and you agree to the terms of use of the Linked Account regarding your use of the Site via the Linked Account. If you have reason to believe that your account is no longer secure, you must immediately notify us at info@SOPCooperative.com.

Validity of Content. This website is for informational purposes. All information contained on this Site must be evaluated and modified for your own specific considerations. We do not represent that INFORMATION is appropriate for your organization or requirements, is appropriate to site-specific conditions or that it complies with industry best practices or local, state or U.S. Federal statutes, regulations or rules.

Use of Site.

The Site shall not form the basis of, or be relied upon in connection with, any contract, operation, procedure or commitment whatsoever.

Each Participant who is granted a logon ID and password is permitted to **view, download and print** standard operating procedures detailed on the Site for **internal business purposes only** and not for redistribution or purposes or resale or any other type of transfer whatsoever. Participants may provide consultants with such downloaded procedures solely to assist Participant in creating its own internal standard operating procedures and only after executing a confidentiality agreement acceptable to Us.

Any unauthorized use of INFORMATION that is marked with a copyright or trademark notice may violate copyright, trademark and other laws. We retain all rights not expressly granted on our behalf or on behalf of our contributing Participants; and nothing in these Terms constitutes a waiver of any rights under any U.S. Federal, state or local law, regulation, ordinance or treaty. Nothing in these Terms should be construed as conferring by implication, estoppel or otherwise, any license or right under or to any intellectual property right, including without limitation, any patent, trademark, service mark or copyright of SOP Cooperative or any third party, whether or not registered or registrable.

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such copies must retain any intellectual property notices, including without limitation, copyright and trademark, or other notices or disclaimers contained in the original materials, (ii) you must give attribution to SOP Cooperative and if possible provide a reference to Our main site www.SOPCooperative, (iii) the material must be printed in its entirety without modification, reformatting, adaptation or adjustment, and (iv) if you combine the materials with other hard copy materials, you must clearly designate which portion of the complete work is Our material. If you share the materials with others within your organization, you agree to advise any person to whom you share the materials as to these Terms and they must agree to abide by these Terms. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks owned by SOP or its licensors.

Further, without Our prior written permission, you may not:

- Use the Site for any illegal purpose whatsoever, or in violation of any local, state, national or international law or regulation,
- Violate or encourage others to violate the rights of third parties,
- Post, upload or distribute any User Content that is unlawful, defamatory, libelous inaccurate, or that a reasonable person could deem objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful or otherwise inappropriate,
- Interfere with the operation of the Site or any user's enjoyment of the Site in any manner,
- Make unsolicited offers or advertisements to other users,
- Attempt to collect personal information about users or third parties without their consent,
- Modify the information or materials on the Site in any way,
- Reproduce, rent, sell, publicly display, perform, or distribute, transfer or otherwise use such INFORMATION for any public or commercial purpose,
- Use any proprietary information on the Site on any other website or networked computer environment for any purpose,
- Circumvent, remove, alter, deactivate, degrade or thwart any of the content protections on the Site,
- Frame or utilize any framing or screenshot techniques to enclose any SOP Cooperative trademark, logo, or other proprietary information (including images, text, page layout, or form) unless authorized,
- Purchase search terms or use any meta tags or any other "hidden text" utilizing SOP Cooperative's name or trademarks without Our express written consent,
- Attempt to hide your identity, or
- Use any robot, spider, automated technology, device or manual process to monitor or copy any INFORMATION contained on the Site or use any of the same to interfere, or attempt to interfere, with the proper working of the Site.

Limited License Grant to SOP Cooperative and Participants. In the event you email Us any commentary, reviews, standard operating procedures or other materials ("User Content"), you grant SOP Cooperative a worldwide, non-exclusive, royalty-free right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, and distribute such User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed). Any such use of your User Content by Us or Our Participants (pursuant to these Terms) shall be without any compensation paid to you.

This license will continue for 5 years, automatically renewing for additional 5-year periods unless

you terminate the license 120 days prior to the end of a license period by written notice. Unless otherwise terminated, no license shall continue for a period over 21 years from the date first downloaded.

User Content Representations and Warranties. You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting and publishing User Content, you affirm, represent, and warrant, now and after the termination of your use of the Site, that:

- You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize SOP to use and distribute User Content as necessary to exercise the licenses granted by you herein and in the manner contemplated by Us and these Terms;
- User Content, and the use of User Content as contemplated by the Terms, does not and will not: (a) infringe, violate or misappropriate any third-party right or (b) slander, defame, or libel any third-party; and
- Site Participants will not share User Content or access to Participant-only sections of the Site with third parties except,
 - Site Participants may share **downloaded and printed** User Content with a consultant or vendor specifically to assist the Site Participant with Participant's internal business issues, but such consultants or vendors may not access the Participant-only sections of the Site.
 - Such consultant or vendor must execute a confidentiality agreement with the Site Participant to protect the confidentiality of SOP Cooperative User Content.
 - Such consultant or vendor may not keep copies of any User Content, or notes relating to such content, after completing work for the Site Participant.
 - Such consultant or vendor may not use User Content for itself or for any other purpose, individual or entity.
- You hereby indemnify and hold Us and Our other Participants harmless from any liability, whatsoever, for any claim, demand, action, litigation or other legal proceeding, including attorneys' fees and costs, from a third party regarding your User Content and Our use, or any Site Participant's use, directly or indirectly, thereof.
- You are jointly and severally liable for any misuse of User Content by any consultant or vendor with whom You share such User Content.

Refusal of Service/Right to Terminate. We reserve the right to terminate your access to the Site for any reason or no reason whatsoever at any time. Such alteration in service or refusal to provide service shall NOT be a breach of these Terms or any other agreement with you.

Your fraudulent, abusive, or otherwise illegal or unauthorized activity, or any activity in breach of these Terms, will be grounds for termination of the limited license to use Our Site granted by these Terms and will result in the cancellation of your license to view and use the Site. Upon termination of these rights, you must immediately return any improperly utilized SOP property.

Trademarks. We own the following trademarks and trade names, whether registered in the U.S., elsewhere in the world, or utilized at common law:



TM

SOP Cooperative™

This list may not be complete and We may own additional trademarks or service marks that are not listed herein. If you have questions about Our marks, please info@SOPCooperative.com. You may not use any of Our marks without Our written permission.

Relief For Breach. We reserve all rights and remedies at law and equity in the event you breach any of these Terms or violate Our rights in any manner. You agree that We may proceed with such injunctive relief as may be available to prevent your breach and, in addition, may pursue an action to recover damages.

Third party relationships. We may have agreements with other entities, which entities may change without notice and with whom we conduct business. We use third party entity names with permission. No further use by you is granted without written permission.

We may link to such third parties or others on the Internet. We make no representation regarding these third parties and have no control over how third parties use information, their use of “Cookies,” or the safety of content on their websites. Should you be directed to a third-party website, We disclaim any and all liability whatsoever (as more specifically detailed by Our [Disclaimers](#)). Should you have any questions regarding these third parties, the information shared or do not wish to have your information shared with such third parties, please contact info@SOPCooperative.com. Also, please see Our [Privacy Policy](#) for more information.

Links/Third Party Services or Products. Any reference or link to another website, product, service or entity does not necessarily constitute or imply any ownership, sponsorship or endorsement arrangement, or any other relationship, with SOP Cooperative. Further, the views and opinions expressed in any referenced link or User Content do not necessarily state or reflect those of SOP Cooperative. Please consult Our [Privacy Policy](#) and the information regarding [Linked Site](#) in that policy.

Representation of Condition. You understand and agree that INFORMATION on the Site may deal with operating procedures that could affect technical, managerial and financial conditions and risks and may include suggestions. You hereby assume all risks of use of INFORMATION on Our Site, waive any rights of action against SOP Cooperative as a result of any damage, injury or condition that may result from such use, and hold SOP Cooperative and our other Participants harmless and release Us and such Participants from any and all liability, claims, demands, or actions, or causes of action whatsoever, including attorneys’ fees and costs, arising out of any damage, loss, injury to you, your members, owners, employees, agents and independent contractors, whether such loss, damage or injury results from SOP Cooperative’s or our Participants’ negligence or from some other cause. This waiver and release from liability shall apply for all periods during or after your use of Our Site, without restriction or termination, and shall apply to and for the benefit of all your agents, employees, independent contractors, successors, assigns, heirs and personal representatives.

Use of Name/Likeness. By providing SOP Cooperative with any written comments, images or User Content, you hereby agree that SOP Cooperative, its Participants, affiliates and its business partners may use your name, likeness, comments and User Content for advertising purposes on the Internet, in print advertising, or any other advertising medium now known or hereafter developed, without further compensation or consideration. You agree to execute a further “model release” or other documentation as We reasonably request to fulfill the intent of this paragraph without additional compensation.

Indemnity. You agree to hold harmless and indemnify SOP Cooperative and all other registered Site Participants from and against any third-party claim arising in any way from or related to your use or license of INFORMATION or the Site generally.

Choice of Law/Applicable Laws. By providing Us with User Content, using, purchasing or licensing INFORMATION or using the Site in any manner, you agree that any legal problems or issues arising as a result of the Site or INFORMATION are subject to the laws of the State of Colorado, U.S.A., unless U.S. Federal laws apply, without giving effect to any principles of conflicts of laws. Only the District Courts in the county in which SOP Cooperative has its principal place of business or the Colorado Federal District Court closest to SOP Cooperative’s principal place of business will have jurisdiction over matters concerning the Site, or INFORMATION, including User Content. Further, you and SOP Cooperative expressly and irrevocably consent to the personal jurisdiction and venue in these courts for any violation of these Terms. You also agree that, in any dispute, including any legal action, with SOP Cooperative, you will only assert claims in an individual (non-class, non-representative) basis, and that you will not seek or agree to serve as a named representative in a class action or seek relief on behalf of anyone other than yourself.

We administer the Site from Our offices in Golden, Colorado, USA. We make no representation that INFORMATION is appropriate or available for use outside the United States, and access to the Site from territories where its content is illegal is prohibited. You may not use or export or re-export the INFORMATION or any copy or adaptation in violation of any applicable laws or regulations including, without limitation, U.S. export laws and regulations. If you choose to access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws.

Severability. If any provision or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

Electronic Communications. By purchasing, using, licensing or leasing SOP Cooperative’s INFORMATION or contacting Us for further information, you consent to receiving electronic communications from Us. These communications will include notices about your account or information concerning or related to Our INFORMATION. These communications are part of your relationship with Us. You agree that any notice, agreements, disclosure or other communications that We send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Should you wish to opt out of email communications, except for legal notices, please let Us know and We will stop sending you emails regarding Our INFORMATION offerings. Failure to comply with your opt-out request shall not be considered a breach of this Agreement.

PRIVACY POLICY.

We have adopted the following Privacy Policy in connection with the Site.

Acquisition of Information. We do not acquire any more information about visitors to the Site than is required by law or is otherwise necessary to provide a high level of service efficiently and securely or than is acquired by the host of the Site unless you provide it to Us voluntarily. Our primary goal in collecting utility and personal information is to provide you the functionality and services that you need to have a meaningful and customized experience while using features on the Site.

How We Use the Personally Identifiable Information We Collect:

Personally identifiable information collected on Site may be used to:

- Fulfill and deliver Participant-only content
- Respond to your comments or requests for information
- Make the user experience more customer friendly
- Contact you if necessary in the course of processing requests
- Generate analytics that improve the Site layout, content and offerings
- Compile user data that is stored in Our database (directly or through Our business partners and/or affiliates)
- Contact you regarding other products and services offered by or through SOP Cooperative, if any and
- Comply with legal requirements

Other (Non-Personally Identifiable) Information We Collect From Website Visitors:

The Site may collect other non-personally identifiable information from visitors. This means that We do not track these items on an individual basis that identifies the visitor, but rather gather and collect this information on an aggregate basis that includes all visitors to the Site. Non-personal information may include tracking the pages on the Site that are visited or the amount of time spent on the Site.

How We Use the Aggregate or Non-Personally Identifiable Information We Collect:

Non-Personally identifiable information collected on Site may be used to:

- Compile aggregate and statistical data to help in design of Site and to identify popular features
- Measure activity on Site to allow Us to update such Site to better meet user wants and needs and
- Make the user experience more customer friendly

Sharing Your Information:

We do not share, sell or rent personally identifiable information with unrelated third parties for their own use without providing you a choice. Personal information that you provide to Us in the course of using features of Site, making a donation (if available), becoming a Participant or requesting information through the Site may be gathered and stored and be used for purposes of

contacting you for things like thanking you, promotional offers, marketing programs or other communications from the Site or from Our membership or business partners.

Participants, contractors, or partners of the Site who have access to your personal information in connection with providing services for the Site are required to keep the information confidential and are not permitted to use this information for any other purpose than to carry out the services they are performing for or with the Site or to market products and services to you as long as you have the option to opt out of that communication.

Disclosure to Third Parties/Business Partners. We will provide individually-identifiable information about visitors to Site to third parties who are not business partners only if We are compelled to do so by order of a duly-empowered governmental authority (including, but not limited to, a court order), or to comply with laws or regulations or in order to provide services you request. In these circumstances, your information may be divulged without your consent.

When We make information available to Our Participants or business partners, We will not share with them any more user information than is necessary; and We will make reasonable efforts to assure that they use such information in a manner that is consistent with this Privacy Policy.

Cookies. We may use “Cookies.” Cookies are pieces of information that a website transfers to your computer hard drive. Cookies can identify a particular computer, but not an individual user. Advertisers may also use their own cookies. We do not control use of these cookies and expressly disclaim responsibility for information collected through them.

Cookies used on the Site are categorized as detailed below. While We may not use all these categories, the guide separates cookies into the following types:

1. **Strictly Necessary Cookies.** These cookies enable you to browse the Site and use features. Without these cookies, services such as e-billing and shopping carts, if any, cannot be provided.
2. **Performance Cookies.** These cookies collect information about how visitors utilize the Site, allowing Us to improve the Site. These cookies also let affiliates/business partners know if you came to the Site from an affiliate or business partner and if your visit resulted in a purchase. No personal information is collected.
3. **Functionality Cookies.** These cookies allow the Site to remember choices you make while browsing the Site. We may store geographic location to ensure the Site is optimized for your area or We may store text, font or other customizable elements. These cookies will not collect any information that personally identifies you and will not track your browsing activity on other websites.

Access To and Control Over the Use of Your Information. In the event we permit user accounts to Our Site, You will be able to access, correct or update your personal information. You will be asked for your ID and password so that We may be able to process your changes. We will use reasonable efforts to correct any factual inaccuracies in your information.

Security of Your Information. It is important that you protect your ID and password to keep your information confidential and to protect your account, if any. Always be sure to log out when you are done using the Site. No data transmission over the Internet can be guaranteed to be 100% secure. As a result, We cannot ensure or warrant the security of any information you transmit to

Us or that We transmit to you. We disclaim any and all liability for disclosure of any information obtained due to errors in transmission or the unauthorized acts of third parties as more specifically detailed in the [Disclaimer](#).

Linked Site. The Site provides links to other websites or may use third-party providers. If a hyperlinked website from Us exists, that other website may ask for personal information – for instance, if you are purchasing a product or service. We have no control over a third party’s use of any personal information you provide. We urge you to exercise care when providing personal information to anyone. The Site is not responsible for the privacy policies, content or data handling practices on other websites.

Email Inquiry. If you send an email inquiry to SOP Cooperative, the return email address is used for the answer. We do not use the return email address for any other purpose and do not share it with any third party.

Protecting children’s privacy is especially important to Us. The Site is not directed at children under thirteen (13) years of age and is not a Site intended for a general audience.

Public Areas of Site. Any information you may disclose in any public areas of a website or the Internet becomes public information.

Hackers. While We make every effort to ensure the integrity and security of Our network and systems using the standard measures in place through our website host, We cannot guarantee that such security measures will prevent third-party “hackers” from illegally obtaining this information.

Contact. If you have any questions regarding the Site or this Terms of Use, Disclaimer and Privacy Policy, please contact: Webmaster for the SOP Cooperative Site at 2100 Washington Ave Golden, CO 80401.

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