

## Terms of Use

This Agreement is between You, the user of the QE2 SYSTEMS Web Site and QE2 SYSTEMS, Inc. ("QE2 SYSTEMS"). This Agreement sets forth the terms and conditions governing Your use of QE2 SYSTEMS' Web Site, currently at [www.QE2SYSTEMS.com](http://www.QE2SYSTEMS.com) (the "Site") and Your use of QE2 SYSTEMS' systems and services, and is in addition to any executed agreements You may have with QE2 SYSTEMS.

Please read this Agreement carefully before accessing the Site or using the Services contained therein. By accessing the Site or using the services, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use the Site. QE2 SYSTEMS may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement. QE2 SYSTEMS, in its sole discretion, may also add, delete or change some or all of the features of the Site or QE2 SYSTEMS' services at any time. You agree to review the Agreement periodically to be aware of such modifications and your continued access or use of the Site shall be deemed your conclusive acceptance of the modified Agreement.

**Conduct as a User.** As a user on this Site, You will represent Yourself accurately and truthfully at all times. You grant QE2 SYSTEMS the right to independently verify any information that You post on our Site about Yourself, although QE2 SYSTEMS does not routinely undertake any verification.

Company reserves the right to constitute different classes of users of the Site, granting access to certain areas of the Site only to certain users, e.g. corporate users and individual users may have access to different areas of the Site.

**User Eligibility.** QE2 SYSTEMS' services and this Site are available only to individuals who are eighteen (18) years of age or older. This Site and the services are available only to individuals or businesses who can form legally binding contracts under applicable law.

**Intellectual Property and Submissions.** The materials, data and other information used and displayed on the Site or available through QE2 SYSTEMS' services are the property of QE2 SYSTEMS or its licensors and are protected by copyright, trademark and other laws both in the United States and in other countries. "QE2 SYSTEMS" is a registered trademark of QE2 SYSTEMS in the United States and other countries. Other marks which appear on this Web site may be marks of third parties that are not affiliated with QE2 SYSTEMS. QE2 SYSTEMS and its affiliates do not control or endorse the content of third party Web sites. You agree not to change or delete any proprietary notices from materials downloaded from the Site.

The entire contents of the Site, including the selection, coordination, arrangement and enhancement of the content, are copyrighted under the United States copyright laws by QE2 SYSTEMS International, Inc. The content provided on the Site may be displayed, printed and downloaded from the different areas of the Site solely for your own personal, internal and non-commercial use. Except as allowed in the previous sentence, You agree not to modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast,

perform or circulate any such material without the prior written consent of QE2 SYSTEMS or the appropriate licensor.

Unless QE2 SYSTEMS has entered into a separate written agreement with You that specifically states to the contrary, you agree that any information, feedback, questions, comments, or the like that you provide to QE2 SYSTEMS in connection with this Site or QE2 SYSTEMS' services ("Submissions") will be deemed to be provided to QE2 SYSTEMS on a non-confidential and non-proprietary basis and will become and remain the property of QE2 SYSTEMS. QE2 SYSTEMS shall have no obligation of any kind with respect to Submissions for any purpose whatsoever, without limitation. You also agree that QE2 SYSTEMS shall be free to use any ideas, concepts or techniques embodied in the Submissions for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products or services incorporating such ideas, concepts or techniques.

**Privacy Policy.** QE2 SYSTEMS will only use information You provide QE2 SYSTEMS in accordance with its then current Privacy Policy, which is incorporated herein by reference.

**System Integrity.** You may not use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any transaction conducted on QE2 SYSTEMS' Site. You may not take any action which imposes an unreasonable or disproportionately large load on QE2 SYSTEMS's infrastructure.

**No Warranty.** QE2 SYSTEMS provides the Site and its services "As Is" and without any warranty or condition, express or implied. To the full extent permissible under applicable law, company specifically disclaims the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Company does not guarantee continuous, uninterrupted or secure access to its services, and operation of QE2 SYSTEMS' Site may be interfered with by numerous factors outside its control, including, but not limited to telecommunications network disruptions. Nor does QE2 SYSTEMS guarantee the accuracy, timeliness or completeness of any information on its Site or the results of Your use of QE2 SYSTEMS' Site.

**Limitation of Liability.** In no event will QE2 SYSTEMS or its licensors be liable for (I) any incidental, consequential, special or indirect damages, including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like (however arising, including negligence), arising out of the use of or inability to use the Site, or any information, or transactions provided on the Site or downloaded or hyperlinked from the Site, even if QE2 SYSTEMS or its authorized representatives have been advised of the possibility of such damages, or (II) any claim attributable to errors, omissions, or other inaccuracies in the Site and/or materials or information downloaded through, or hyperlinked from, the Site. because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You. In such states, QE2 SYSTEMS' liability is limited to the greatest extent permitted by law.

To the fullest extent permissible under applicable law, QE2 SYSTEMS' aggregate liability, and the aggregate liability of its licensors, to You or any third parties in any circumstances is limited to one hundred dollars (\$100).

**Indemnification.** You agree to indemnify, defend and hold harmless QE2 SYSTEMS, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by You.

**Term; Termination.** QE2 SYSTEMS reserves the right to terminate Your access to the Site without notice for any reason.

**Compliance with Laws.** You shall comply with all applicable laws, statutes, ordinances, and regulations regarding Your use of the Site and QE2 SYSTEMS' services.

**Integration and Separation.** This Agreement, the Privacy Policy and any other terms referenced in this Agreement constitute the entire agreement between You and QE2 SYSTEMS with respect to Your access and use of this Site and QE2 SYSTEMS' services and supercedes all prior or contemporaneous agreements (whether oral, written, or electronic) between You and QE2 SYSTEMS with respect to this Site or QE2 SYSTEMS' services. If any of the provisions of this Agreement are determined to be invalid or unenforceable, then each invalid or unenforceable provision will be construed in a manner consistent with applicable laws to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect.

**Waiver and Assignment.** QE2 SYSTEMS' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. QE2 SYSTEMS may assign its rights and duties under this Agreement to any party at any time without notice to you.

**Miscellaneous.** This Site is controlled by QE2 SYSTEMS from its offices within the State of Michigan, USA. The laws applicable to the interpretation of these Terms and Conditions of Use shall be the laws of the State of Michigan, USA, and applicable federal law, without regard to any conflict of law provisions. You agree that any legal action or proceeding between QE2 SYSTEMS and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Michigan, USA. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. QE2 SYSTEMS makes no representations that the content in this Site is appropriate for access outside of the United States. Those who choose to access this Site from outside the United States do so on their own initiative and are responsible for compliance with local laws.