



Website Terms of Use Agreement

This Terms of Use Agreement (the “Terms of Use”) is between the party electronically accepting and agreeing to these Terms of Use below and/or using the iQual website (“you” or “Your”) and iQual Corporation (“we” or “us”), with a principal place of business at 9445 Fairway View Place – Suite 210, Rancho Cucamonga, California 91730. You should carefully read the Terms of Use before using this website. By using this website you agree to be bound by the terms and conditions of use set forth in the Terms of Use. This is a legally binding agreement. **You should not use this website and must immediately leave this website if you do not agree with the Terms of Use.**

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2. You agree to use this website in a manner consistent with the Terms of Use and all applicable rules and regulations. You acknowledge that you have read the Terms of Use and that you accept the terms thereof. You agree to read these Terms of Use carefully before using this website. If you do not agree to the Terms of Use, you may not access or otherwise use this website.
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5. Your access to and use of the site may be terminated at any time for any reason or for no reason by you or by us.
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9. To the extent that any portions of this website (such as "chat rooms" or "bulletin boards") provide users an opportunity to post and exchange information, ideas or opinions ("Postings"), be advised that we do not screen, edit, or review postings prior to their appearance on this website, and Postings do not necessarily reflect our views. To the fullest extent permitted by applicable laws, we exclude all responsibility and liability for the Postings or for any losses or expenses resulting from their use and/or appearance on this website.
10. You represent, warrant and covenant that: (a) you shall not upload, post or transmit to or distribute or otherwise publish through this website any materials which (i) restrict or inhibit any other user from using and enjoying this website, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) you are at least eighteen (18) years old.
11. We reserve the right to monitor all Postings or other materials posted on this website and to remove any which we consider in our absolute discretion to be: (a) offensive, (b) inappropriate, (c) criminal or (d) otherwise in breach of these Terms of Use. We do not and cannot review all materials posted to this website by users, and we are not responsible for any such materials posted by users.

However, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms of Use.

12. You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all material they contain, and that such Postings shall not infringe any proprietary or other rights of third parties. By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to this website, you hereby grant to us, subject to our privacy policy, a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against us for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.
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14. The site, including all content, software, functions, materials and information made available on or accessed through the site, is provided "as is, as available." To the fullest extent permissible by law, we make no representation or warranties of any kind whatsoever for the content on the site or the materials, information and functions made accessible by the software used on or accessed through the site, for any products or services or hypertext links to third parties or for any breach of security associated with the transmission of sensitive information through the site or any linked site. Further, we disclaim any expressed or implied warranties, including, without limitation, non-infringement, merchantability or fitness for a particular purpose. We do not warrant that the functions contained in this website or any materials or content contained therein will be uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it available is free of viruses or other harmful components. We and our subsidiaries and affiliates shall not be liable for the use of this website, including, without limitation, the content and any errors contained therein. Further, in no event will we be liable for any loss of profits, business, and use of data or for indirect, special, incidental or consequential damages of any kind whether based in contract, negligence or other tort. To the fullest extent permitted by applicable laws, we on behalf of our employees, agents, suppliers, and contractors, disclaim and exclude liability for any losses and expenses of whatever nature and howsoever arising, including, without limitation, any direct, indirect, special, punitive, or consequential damages, loss of use, loss of data, loss caused by a virus, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character, even

if we have been advised of the possibility of such damages or losses, arising out of or in connection with the use of this website or any web site with which it is linked. You assume total responsibility for establishing such procedures for data back-up and virus checking as you consider necessary.

15. You hereby agree to indemnify, defend and hold us, and all of our officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or the foregoing representations, warranties and covenants, or your use of iQual.com and the services that you receive from iQual Corporation, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. 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 you shall not in any event settle any matter without our prior written consent.
16. Where we provide hypertext links from or to third party sites, we do so for convenience and information purposes only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to this website, the content of those sites, the third parties named therein, or their products, resources or services. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking, and we accept no liability nor make any endorsement or approval of the same.
17. Unless you enter into a separate Terms of Use Agreement to obtain iQual's services (the “Services Agreement”), these Terms of Use contain the entire understanding between us with respect of this website and no representation, statement, inducement oral or written, not contained herein shall bind either of us. In the event of any conflict between these Terms of Use and the Services Agreement, the Services Agreement shall control and prevail in all instances. We reserve the right, in our sole discretion, to change, modify, add or remove any portion of these Terms of Use, in whole or in part, at any time. Notification of changes in these Terms of Use will be posted on this website.
18. Should any part of the Terms of Use be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the Terms of Use had been eliminated.
19. This website, any information provided from it and the Terms of Use are given and made in the state of California, United States of America. This terms of use agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to conflicts of laws provisions.
20. The terms and conditions of use in this Terms of Use are subject to change at any time. You should review the Terms of Use regularly for any changes.

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