## LAST UPDATED: [DATE] [PLEASE COMPLETE]

## VERTECHS ENTERPRISES, INC. TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. VERTECHS ENTERPRISES, INC. ("Vertechs," "we," "us", "our") provides this web site and all web site-related services (collectively, the "Site") subject to your compliance with the terms and conditions set forth in these terms of use (these "Terms of Use"). These Terms of Use govern the relationship between Vertechs and you, the Site visitor and/or member ("you", "your") with respect to your use of the Site. It is important that you read carefully and understand the terms and conditions of these Terms of Use. Any rights not expressly granted herein are reserved. By using the Site, you agree to be bound by these Terms of Use. If you do not agree to these terms and conditions, please do not use the Site.

We reserve the right at any time to change the terms and conditions of these Terms of Use or change the Site, including eliminating or discontinuing any content on or feature of the Site. You can determine when these Terms of Use were last revised by referring to the "Last Updated" legend at the top of these Terms of Use.

Any changes we make shall be effective immediately upon notice, which we may provide by means including, without limitation, posting on the Site. Your continued use of the Site after such notice shall be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms of Use. Upon our request, you agree to sign a non-electronic version of these Terms of Use.

1. Materials. The information and materials provided through the Site, including any data, manuals, text, graphics, images, audio and video clips, logos, icons, and links (collectively, the "Materials"), are intended to educate and inform you about Vertechs, its services and products. Unless otherwise specified on the Site, you may only download the Materials, or use the downloaded Materials, solely for your internal non-commercial needs. You may print a single copy of any textual Material available for downloading on the Site. You must retain all copyright and other proprietary notices on downloaded and copied Materials, and any such downloads or copies are subject to the terms and conditions of these Terms of Use. The Materials remain the property of Vertechs or its licensors, customers, suppliers, or other business partners. You may not download, copy or use any of the Materials except as expressly authorized by these Terms of Use and, in any event, you may not distribute, modify, transmit or publicly display the Materials without the written consent of Vertechs or, if so indicated in writing by Vertechs, its licensors, customers, suppliers or other business partners. You shall not alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its intended purpose, and you shall otherwise comply with the terms and conditions of these Terms of Use. Vertechs cannot guarantee that technical difficulties will not occur during the download of the Materials or that the Materials will download successfully. Other than as expressly permitted, you may not engage in the unauthorized use, copying, or distribution of any of the Materials.

2. Code of Conduct. While using the Site and/or Materials, you shall not (collectively, the "Codes of Conduct"):

- Restrict or inhibit any other visitor from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Use the Site or Materials for any unlawful purpose;
- Submit any data, information or other material through the Site that (a) is copyrighted, protected by trade secret or otherwise subject to third party proprietary or intellectual property rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material; (b) is unlawful, obscene, defamatory, libelous, threatening, fraudulent, abusive, pornographic, harassing or encourages conduct that would be considered a criminal offense, or does or could give rise to civil liability or violate any law, rule or regulation, or is otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (c) is intended to victimize, harass, degrade or intimidate an individual or group of individuals on the basis of age, disability, ethnicity, gender, race, religion or sexual orientation; (d) is non-public information about any third party that you are not authorized to disclose; (e) includes personally identifiable information of another individual without the prior consent of such individual; or (f) is an advertisement, solicitation, chain letter, pyramid scheme,

investment opportunity or other unsolicited commercial communication (except as otherwise expressly permitted by us);

- Impersonate any person or entity, including, without limitation, any representative of Vertechs; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make;
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature or that monitor the use of any hardware, software, equipment or other technology, or any data, information or materials in connection with any of the foregoing;
- Reproduce, duplicate, copy, sell, resell, link to or otherwise exploit for any commercial purposes, any portion of, use of, or access to, the Site;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- Remove any copyright, trademark or other proprietary rights notice contained in the Site or Materials;
- "Frame" or "mirror" any part of the Site without our prior written authorization;
- Link to any page of or content on the Site (except to the extent otherwise expressly permitted in writing by Vertechs);
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;
- Harvest or collect information about Site visitors without their express consent;
- Create a database by downloading and storing content from the Site;
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
- Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site;
- Access, reload or "refresh" transactional event pages, or make any other request to transactional servers, more than once during any three second interval; or
- Request more than 1,000 pages of the Site in any twenty-four hour period, whether alone or acting in concert with a group of individuals.

While using the Site and Materials, you shall comply with all applicable laws, rules and regulations.

**3. Information Submitted Through the Site**. Your submission of data and information through the Site is governed by Vertechs' <u>Privacy Policy</u> [PLEASE INSERT A HYPERLINK TO THE PRIVACY POLICY] (the "**Privacy Policy**"), which is hereby incorporated into these Terms of Use by reference. You represent and warrant that any data and information you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you shall maintain and update such information regularly. You agree that if any data or information you provide is false, inaccurate, obsolete or incomplete, we may terminate your use of the Site.

4. Information Provided by Vertechs. Although Vertechs strives to provide Materials that are both useful and accurate, data and other information change frequently. Accordingly, although Vertechs endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete. Please contact Vertechs at \_\_\_\_\_\_\_\_. com [PROVIDE HYPERLINK] to determine whether you have the most recent version of the Materials made generally available by Vertechs, although even the most recent version available from Vertechs may not be up-to-date, accurate or complete.

In addition, portions of the Materials may be contributed to the Site by various third parties, including industry specialists, customers and service providers. The inclusion of such information does not indicate any approval or endorsement of such providers, and Vertechs expressly disclaims any liability with respect to the foregoing.

5. Links. The Site contains links to other Internet web sites, including affiliated web sites, which may or may not be owned or operated by Vertechs. Vertechs has not reviewed all of the web sites that are linked to the Site, and Vertechs has no control over such web sites. Unless otherwise explicitly stated, Vertechs is not responsible for the availability or content of such web sites, any updates or changes to such web sites, or the privacy policies or other

practices of such web sites, and the fact that Vertechs offers links to such web sites does not indicate any approval or endorsement of any material contained on any such web site. Vertechs is providing these links to other web sites to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any such web site. We make no representations or warranties as to the security of any information that you may provide or be requested to provide to any third party, whether through such a third party web site or otherwise. Further, it is up to you to take precautions to ensure that whatever links you select (whether from the Site or other web sites) is free of such items as viruses, worms, trojan horses, defects, date bombs, time bombs and other items of a destructive nature. YOU AGREE THAT YOUR USE OF THIRD-PARTY WEB SITES AND RESOURCES, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEB SITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH WEB SITES AND RESOURCES.

Additionally, other web sites may provide links to the Site with or without our authorization. You acknowledge and agree that Vertechs and its affiliates, customers, suppliers and agents do not endorse such web sites, and are not and shall not be responsible or liable for any links from those web sites to the Site, any content, advertising, products or other materials available on or through such other web sites, or any loss or damages incurred in connection therewith. Vertechs shall have the right, at any time and in its sole discretion, to block links to the Site through technological or other means without prior notice.

Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") 6. provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials posted by Vertechs infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Vertechs to locate the material on the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed by Vertechs against you, the DMCA permits you to send Vertechs a counternotice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://copyright.gov/onlinesp/ for details. Notices and counter-notices with respect to the Site should be sent to Vertechs Enterprises, Inc., 788 Greenfield Drive, El Cajon, California 92021. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

7. Ownership and Restrictions on Use. The Site is owned and operated by Vertechs in conjunction with others pursuant to contractual arrangements, and the Materials (and any intellectual property and other rights relating thereto) are and shall remain the property of Vertechs and its licensors, customers, suppliers, or other business partners. The Site, the Materials and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. Unless expressly permitted by these Terms of Use, you may not copy, reproduce, rent, lease, loan, sell, republish, upload, post, transmit, distribute, or create derivative works based on the Materials or other content or information available on or through the Site in any way without our prior written permission. The Materials may be used solely to the extent necessary for your authorized use of the Site, as provided in these Terms of Use or as expressly authorized in writing by Vertechs or, if so indicated in writing by Vertechs, its licensors, customers, suppliers, or other business partners. Modification or use of the Materials for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site or the Materials.

The trademarks, logos, and service marks displayed on the Site (collectively, the "**Trademarks**") are the registered and unregistered trademarks of Vertechs, Vertechs' licensors, customers, suppliers, or other business partners. The Trademarks owned by Vertechs, whether registered or unregistered, may not be used in connection with any product or service that is not Vertechs', in any manner that is likely to cause confusion with customers, or in any manner that disparages Vertechs, or in any other manner that is not expressly permitted by Vertechs in writing. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of Vertechs, Vertechs' licensors, customers, suppliers, or other business partners, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and Vertechs shall aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

8. Termination and Enforcement. These Terms of Use shall remain effective until terminated in accordance with its terms. We reserve the right to immediately terminate these Terms of Use, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause. Upon termination of these Terms of Use, your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof, whether made under the terms of these Terms of Use or otherwise. You agree that Vertechs and its affiliates, customers, suppliers and agents shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 7 (with respect to ownership), 8, 9, 10, 11 and 14 shall survive any expiration or termination of these Terms of Use.

Disclaimers. THE SITE AND THE MATERIALS ON THE SITE ARE PROVIDED "AS IS" AND 9. WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, VERTECHS AND ITS AFFILIATES, LICENSORS, CUSTOMERS, SUPPLIERS AND OTHER BUSINESS PARTNERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. VERTECHS AND ITS AFFILIATES, LICENSORS, CUSTOMERS, SUPPLIERS, AND OTHER BUSINESS PARTNERS DO NOT WARRANT THAT YOUR USE OF THE SITE SHALL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS SHALL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE. COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON.

NO OPINION, ADVICE OR STATEMENT OF VERTECHS OR ITS AFFILIATES, LICENSORS, CUSTOMERS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS OR VISITORS, WHETHER MADE ON THE SITE SHALL CREATE ANY REPRESENTATION OR WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT VERTECHS SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (A) ANY FAILURE OF ANOTHER USER OF THE SITE TO CONFORM TO THE CODES OF CONDUCT, (B) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (C) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (D) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, AND/OR (E) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITE. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.

**10. Limitation of Liability**. NEITHER VERTECHS NOR ANY OF OUR AFFILIATES, LICENSORS, CUSTOMERS, SUPPLIERS, OR OTHER BUSINESS PARTNERS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE OR ANY LINKED SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, MATERIALS, OR ANY LINKED SITE IS TO STOP USING THE SITE, MATERIALS, OR LINKED SITE, AS APPLICABLE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

11. Indemnification. You agree to indemnify, defend and hold Vertechs, our affiliates, licensors, customers, suppliers, and other business partners, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, liabilities, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use, including any violation of the Code of Conduct, above; and/or (c) your activities in connection with the Site.

**12. Questions**. The Site is provided by Vertechs. If you have any questions, comments or complaints regarding these Terms of Use or the Site, feel free to contact us at \_\_\_\_\_\_\_\_\_\_.com [PROVIDE HYPERLINK].

**13.** Notice for California Users. Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

14. Miscellaneous. These Terms of Use are governed by and construed in accordance with the laws of the State of California, United States of America, without regards to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of San Diego, California, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use, together with all agreements and statements referred to herein and incorporated herein by reference, including, without limitation, the Privacy Policy, is the entire agreement between you and Vertechs relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and Vertechs with respect to such subject matter. These Terms of Use are not assignable, transferable or sublicenseable by you. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use are inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in Vertechs' discretion. The Site may also provide notices of changes to these Terms of Use or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as

other business documents and records originally generated and maintained in printed form. Vertechs shall not be responsible for failures to fulfill any obligations due to causes beyond its control. You agree that regardless of any statute, rule, regulation, or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

© Vertechs Enterprises, Inc. 2011