

1. Acceptance of Terms

By accessing, browsing or using this website (the "Site") of Venshure Test Service, LLC ("VTS") in any way, including using, transmitting, downloading or uploading any of the (i) information, data, documents, images, photographs, graphics, audio, videos, webcasts, software, and (ii) web-based applications ("Application Services") (collectively, "Content"), in each case made available or enabled by VTS, you agree that you have read, understood and agree to be bound these Terms of Use ("Terms") and the VTS Online Privacy Policy, which is incorporated herein by reference. If you do not agree to all of these terms, do not use the Site. You may not use the Site or any Content, or accept the Terms, if (i) you are not of legal age to form a binding contract with VTS, or (ii) you are prohibited by law from receiving or using the Content. VTS reserves the right to revise these Terms at any time and we shall notify you of such revisions by posting an updated version of these Terms on the Site. You are responsible for regularly reviewing these Terms. Your continued use of the Site shall constitute your consent to such changes.

2. Use of Application Services

Any Application Services that are made available via the Site are the property of VTS. Use of such Application Services is governed by the terms of the application service provider and hosting agreement that accompanies these Application Services. If there is any conflict between the Terms and the application service provider and hosting agreement, the application service provider and hosting agreement shall take precedence in relation to that Application Service.

3. Restrictions on Use of Content

The unauthorized copying, displaying or other use of any Content from this Site is a violation of the law. You acknowledge having been advised by VTS that the Content is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other proprietary rights laws (collectively, "Rights"). In addition to VTS's Rights in individual elements of the Content, VTS or its licensors own a copyright in the selection, coordination and arrangement of the Content. You are hereby granted permission to access the Content from the Site in whole or in part, solely for use in the regular course of your business of viewing and browsing through the Site. This permission terminates automatically if you breach any of the Terms. All use of Content from the Site, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Site (whether by linking, framing or any other method), or in any other way exploiting any of the Content, in whole or in part, may not be made without VTS's prior express written consent.

4. Trademarks and Service Marks

There are a number of proprietary logos, service marks, trademarks, slogans and product and service designations found on the Site. By making them available on the Site, VTS is not granting you a license to use them in any fashion. Access to the Site does not confer upon you any license under any of VTS's or any third party's Rights.

5. Linking to the Site

You may provide links only to the homepage of the Site, provided (i) you do not remove or obscure, by framing or otherwise, any portion of the homepage, the Terms,



or other notices on the Site; (ii) the links do not portray VTS or any Content in a false, misleading, derogatory, or otherwise offensive manner; and (iii) you discontinue providing links to the Site if requested by VTS. You may not use any VTS logo or other proprietary graphic or trademark as part of the link without express written permission.

6. User Postings

You acknowledge and agree that VTS shall own and have the unrestricted right to use, publish, in electronic form and otherwise, distribute and exploit any and all information that you upload, post, e-mail, transmit or otherwise make available through your use of the Site ("Submissions"). You hereby waive any and all claims against VTS for any alleged or actual infringements of any rights of privacy or publicity, moral rights, rights of attribution or any other intellectual property rights in connection with VTS's use and publication of such Submissions. This means that anything submitted by you to the Site will be owned by VTS and may be used by VTS for any purpose, now or in the future, without any payment to, or further authorization by you. In the event VTS's ownership of such Submissions is successfully contested, you automatically grant VTS a perpetual, royalty-free, non-exclusive, unrestricted, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, distribute, perform or display such Submissions, in whole or in part, in any form, media or technology known or hereafter developed for any purpose. VTS does not represent or endorse the accuracy or reliability of any Submissions displayed, uploaded, posted on any message board, or otherwise distributed through the Site by any user of the Site, information provider or any other third party. VTS expressly disclaims any and all liability related to Submissions, and you acknowledge that any reliance upon such Submissions shall be at your sole risk. You covenant that you shall not post or otherwise publish on the Site any materials that: (i) are threatening, libelous, defamatory, or obscene; (ii) would constitute, or that encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate law; (iii) infringe the intellectual property, privacy, or other rights of any third parties; (iv) contain a computer virus or other destructive element; (v) contain advertising; or (vi) constitute or contain false or misleading statements. VTS in its sole discretion reserves the right to refuse to post and the right to remove any information or Submission from the Site, in whole or in part, for any reason.

7. Errors and Corrections

VTS does not represent or warrant that the Site or the Content will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. VTS does not warrant or represent that the Content available on or through the Site will be correct, accurate, timely, or otherwise reliable. VTS may make improvements and/or changes to its features, functionality or Content at any time.

8. Third Party Content

Third party content may appear on the Site or may be accessible via links from the Site. VTS shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on the Site. You



understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief of VTS.

9. **DISCLAIMER:**

THE SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND. EITHER EXPRESS OR IMPLIED. VTS EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. VTS DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THE SITE AND THE CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF THE SITE, THE CONTENT, OR ANY PORTION THEREOF, (D) YOUR USE OF THE SITE OR THE CONTENT, OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITE OR THE CONTENT.

10. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL VTS BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL VTS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT [INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE], OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE.

11. Indemnification

You agree to indemnify, defend and hold harmless VTS, its licensors, suppliers and any third party information providers to the Site from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms.

12. Export Control Laws

You acknowledge and agree that products, services or technology provided by VTS are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, reexport, or transfer VTS products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

13. Applicable Law

By using the Site, you agree that the laws of the State of Michigan, without regard to



its conflicts of laws principles, will govern these Terms and any dispute of any sort that might arise between you and VTS.

14. Disputes

Any dispute relating in any way to your use of the Site or the Content shall be submitted to confidential arbitration in Oakland County, Michigan, except that, to the extent you have in any manner violated or threatened to violate VTS's Rights, VTS may seek injunctive or other appropriate relief in any state or federal court, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these Terms shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise.

15. Severability of Provisions

If any provision of these Terms is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

16. Waiver

VTS's failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision.

17. Contact Information

VTS, LLC 18600 W Old US Highway 12, Chelsea, MI 48108. If you have any questions regarding these Terms, please contact us using the above address or by e-mail at: <u>abeck@venshuretest.com</u>.