

QFE002, LLC TERMS OF SERVICE

Last updated: September 21, 2017

These Terms of Service (the “Terms”) govern the relationship between QFE002, LLC, which is the maker of the B3 Bypass, (hereinafter, “QFE002” “us,” or “we”) and you regarding your use of the B3 mobile application (“App”), the QFE002.com and the b3bypass.com websites (collectively, the “Website”), and any other of QFE002’s products or services used to facilitate your use of such services (collectively the “Service”).

Use of the Service is also governed by QFE002’s Privacy Policy, the current version of which can be found at <http://www.qfe002.com/privacy-statement> (the “Privacy Policy”), which is incorporated herein by reference.

IMPORTANT – PLEASE READ CAREFULLY – THESE TERMS CREATE A LEGALLY BINDING AGREEMENT WHICH GOVERNS YOUR USE OF THE SERVICE. BY CREATING AN ACCOUNT (AS DEFINED BELOW) OR BY ACCESSING OR USING THE SERVICE OR ANY CONTENT OFFERED THROUGH THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, BY THESE TERMS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS, YOU ARE PROHIBITED FROM USING THE SERVICE. IF YOU WERE USING A BETA VERSION OR OTHER VERSION OF THE SERVICE OFFERED PRIOR TO YOUR ACCEPTANCE OF THESE TERMS, THESE TERMS ALSO APPLY TO YOUR PAST USE OF THAT BETA OR OTHER VERSION OF THE SERVICE.

If you are using the Service on behalf of another person (the “Principal User”), then you personally represent and warrant to us that the Principal User has authorized you to act on the Principal User’s behalf and to obligate the Principal User to be bound by these Terms; you hereby agree to these Terms in the name of and on behalf of the Principal User. Except in the prior sentence, as used in these Terms (and the Privacy Policy and any other policies), “you” refers to the Principal User on behalf of whom the service is used.

1. Right, License and Restrictions.

1.1. License Grant For Service. Subject to your agreement to, and continuing compliance with these Terms and any other relevant QFE002 policies, QFE002 grants you a non-exclusive, non-transferable, revocable limited right and license to access and use the Service. As used in these Terms, “Other User” means another licensee or user of the Service; “All Users” means you and all Other Users.

1.2. App Specific Terms. You may agree to be bound by other terms regarding use or installation of the App and such terms continue to apply regardless of you agreeing to be bound by the Terms except to the extent such other terms conflict with any of the Terms, these Terms shall apply. You agree not to distribute or modify the App. You agree to always only use the latest available version of the App and acknowledge that any use of an older version of the App may result in some or all parts of the Service to not be available or to not function properly. You agree not to reverse engineer, decompile or otherwise attempt to view the source code for the App.

1.3. Minimum Age Requirement. An individual must be at least 18 years of age to use the Service.

1.4. Accounts and Access. You must register for an account through the Service (an “Account”). You may only register for one Account. An “Account Holder” means the person in whose name an Account is registered.

1.5. Use of the Service: The following restrictions apply to the use of the Service:

(a) You accept full responsibility for any unauthorized use of the Service by parties not authorized to use any of your Accounts. Additionally, you are responsible for any use of your credit card or other payment instrument (e.g. PayPal) incurred by parties using your Account;

(b) You shall not create an Account using a false identity or false information, or on behalf of someone other than yourself;

(c) Without first obtaining the written permission of QFE002, you shall not register for an Account or in any way use the Service if QFE002 has removed, suspended, or otherwise terminated any Account registered for by you, or on behalf of you or if QFE002 has notified you that you may not use the Service;

(d) You shall not use your Account to advertise, solicit or transmit any commercial advertisements, including chain letters, junk email or repetitive messages to anyone;

(e) You shall not use the Service to engage in any illegal conduct;

(f) You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without QFE002’s written permission;

(g) You shall not reproduce, distribute or publicly display any content you access through the Service unless such content is clearly marked as “public” and you have been given the right to view such content; and

(h) You shall not do anything with any content you access through the Service that has been marked with restrictions or other instructions that is counter to such restrictions or other instructions.

1.6. Account Information and Management.

(a) Information Provided When Setting Up Account. When creating or updating an Account on the Service, you may be required to provide QFE002 with certain personal information for yourself or for the individual acting on your behalf, which may include (but is not limited to) personal information such as name, address, birth date and email address, and, in some cases, payment information (“Account Information”). Account Information will be held and used in accordance with the Privacy Policy. You agree that you will supply accurate and complete Account Information to QFE002, and that you will update such information when and as it changes.

(b) Login via Third Parties. We may provide a facility to allow you to login to our Service and provide Account Information through an application or service provided by a third party such as, by example only, Facebook or LinkedIn (any such service, a “Third Party Service”), however you are not required to do so. You represent that to your knowledge, any Account Information that is provided with your sign-up to the Services via a Third Party Service is accurate and that you are authorized to engage in setting up an Account and providing Account Information via such Third Party

Service. You further acknowledge that, subject to the settings on such Third Party Service that govern the visibility and use of your personal data, and subject to the limitations of our Privacy Policy, by accessing or registering with the Service through a Third Party Service, you grant QFE002 access to any of your personal data or personal content displayed on or through such Third Party Service. Conversely, if you allow a Third Party Service to authenticate to or connect with your Account, such Third Party Service may be able to access any information you provide in your Account. If you allow Third Party Services access to your Account, QFE002 shall not be responsible for the subsequent use of your information by such third parties.

(c) Login Information. During the Account creation process, you will be required to select a username and password (“Login Information”). The following rules govern the security of your Login Information:

(i) You shall not share the Account or the Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account;

(ii) In the event you become aware of, or reasonably suspect, any breach of security, including without limitation any loss, theft or unauthorized disclosure of the Login Information, you must immediately notify QFE002 and change the password on your Account;

(iii) You are solely responsible for maintaining the confidentiality of the Login Information and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you; and

(iv) You are responsible for anything that happens through your Account.

(d) Reclaiming Usernames. QFE002 reserves the right to remove or reclaim any username at any time and for any reason or no reason, including but not limited to claims by a third party that a username violates the third party’s rights.

1.7. License and Account Limitations and Prohibitions.

(a) General Effects of Violations. Any use of the Service in violation of these Terms is strictly prohibited, can result in the immediate revocation of your limited license granted by Section 1, and may subject you to liability for violations of law. QFE002 is permitted to list or restrict use of the Service for anyone who QFE002 reasonably believes has or will violate any applicable law when using the Service.

(b) Activity Prohibitions. You agree that you will not, under any circumstances:

(i) Engage in any act that QFE002 deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms;

(ii) Use the Service in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

(iii) Modify or cause to be modified any files or content that are used to offer the Service, without the express prior written consent of QFE002;

(iv) Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Service (each a “Server”) or (2) the use or enjoyment of the Service by any other person;

(v) Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person’s use or enjoyment of the Service;

(vi) Gain, or attempt to gain, unauthorized access to the Service, Accounts, Servers or networks connected to the Service by any means (including, but not limited to, circumventing or modifying, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Service);

(vii) Post any information that is abusive, threatening, obscene, defamatory, libelous or racially, sexually, religiously or otherwise objectionable or offensive;

(viii) Post any information that contains nudity, excessive violence or offensive subject matter or that contains a link to such content;

(ix) Harass, abuse, harm, or advocate or incite harassment, abuse or harm of another person or group of persons, including QFE002 employees or customer service representatives;

(x) Post, distribute or make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity or other right of any person or entity that impersonates any other person;

(xi) Transmit unauthorized communications through the Service, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;

(xii) Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms;

(xiii) Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server or the Service, whether through the use of a network analyzer, packet sniffer or other device;

(xiv) Make any automated use of the Service or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure, as we determine in our sole discretion;

(xv) Bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology or device to send content or messages, scrape, spider or crawl the Service, or harvest or manipulate data from, through, or relating to the Service;

(xvi) Use, facilitate, create or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or

attempts to emulate, any part of the Service or (2) any connection using programs, tools or software not expressly approved in writing by QFE002;

(xvii) Copy, modify or distribute rights or content from any QFE002 site, including but not limited to content that contains or is protected by QFE002's copyrights or trademarks or use any method to copy or distribute the content of the Service, except as specifically allowed in these Terms;

(xviii) Solicit or attempt to solicit personal information from Other Users, other than from Users with whom you have an existing business relationship and only in connection with a bona fide business purpose for which the Service is intended;

(xix) Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image, video, or other form), identification documents or financial information through the Service; or

(xx) Upload or transmit (or attempt to upload or to transmit), without QFE002's express written permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

1.8. Suspension and Termination of Account and Service:

(a) FAILURE TO COMPLY. WITHOUT LIMITING ANY OTHER REMEDIES, WE MAY, WITH OR WITHOUT NOTICE TO YOU, LIMIT, SUSPEND, TERMINATE, MODIFY OR DELETE YOUR ACCOUNT OR YOUR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF, IN OUR SOLE DISCRETION, YOU FAIL TO COMPLY WITH ANY OF THESE TERMS OR YOUR ACCOUNT IS USED FOR ACTUAL OR SUSPECTED ILLEGAL ACTIVITY OR IMPROPER USE OF THE SERVICE. QFE002 SHALL BE UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY LOSSES OR ADVERSE RESULTS THAT ARE DUE TO THE SUSPENSION, TERMINATION, MODIFICATION, OR DELETION OF YOUR OR ANY ACCOUNT.

(b) IP INFRINGEMENT.

(i) WITHOUT LIMITING ANY OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SITES AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE ANY CONTENT AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT YOU ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES.

(ii) REPEAT INFRINGERS. IN APPROPRIATE CIRCUMSTANCES IT IS OUR POLICY TO SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO ARE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

(c) Right to Cease Service. QFE002 reserves the right to stop offering and/or supporting the Service or part of the Service at any time, at which point the license granted hereunder to you to use the Service or a part thereof will automatically terminate. QFE002 shall not be required to provide refunds, benefits or other compensation to users in connection with such cessation of the Service or any part thereof.

(d) Termination of Account. Termination of your Account can include disabling your access to the Service or any part thereof, including disabling access to any content that you or Other Users submitted. You agree that if your Account is terminated, QFE002 will not be obligated to preserve, provide you access to, or provide copies of any content submitted to the Service relating to your Account, whether by you or an Other User.

(e) Cancellation of Account. You may cancel your Account at any time by following the instructions on the cancellation feature of the Service.

1.9. Intellectual Property Ownership in the Service. The Service, and all of its components and contents, (including without limitation any computer code, template content, pre-populated content, concepts, artwork, animations, sounds, musical compositions, audio-visual effects and text contained within) is owned by QFE002 or its licensors, and all of such material is protected by United States and international patent, copyright, trademark, trade secret, and other intellectual property laws.

2. Posted Content.

2.1. Posted Content: “Posted Content” means any communications, videos, images, sounds, and all the material, data, and information that you upload, post, publish or transmit through the Service, including without limitation any comments you may make about content uploaded or transmitted by Other Users. We may provide you with templates, pre-populated communications, or other content through the Service (“Template Content”) that you may distribute, use or modify as part of using our Service to communicate with Other Users in a manner consistent with the intended use of the Service. You acknowledge that your use of any Template Content does not relieve you of any responsibilities or obligations under this Agreement. By transmitting or submitting any Posted Content while using the Service, you affirm, represent and warrant that such transmission or submission: (a) is accurate and not confidential; (b) is not in violation of any applicable law, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the Posted Content; (c) will not, when QFE002 exercises rights in Posted Content granted under Terms, result in any infringement of the intellectual property rights of any third party or violate or misappropriate any rights of publicity or privacy for any third party; and (d) is free of viruses, adware, spyware, worms or other malicious code. You further represent and warrant that you have all rights necessary to transmit Posted Content to QFE002 and to grant the rights in Posted Content granted to QFE002 under these Terms.

2.2. Licenses to Posted Content: You hereby grant QFE002 a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, assignable, unlimited license and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works of, manufacture, introduce into circulation, publish, distribute, sublicense, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your Posted Content as well as all modified and derivative works thereof. QFE002 will only exercise the rights granted in this Section 2.2 to offer or

to facilitate the offering of Services. To the extent permitted by applicable laws, you hereby waive any moral rights or any of your rights of publicity or privacy you may have in any Posted Content. QFE002 will cease any further public display or distribution of any Posted Content if you use the features of the Service that permit you to indicate that certain Posted Content is to no longer be displayed or distributed to Other Users except QFE002 retains the right to display or distribute any Posted Content as necessary for QFE002 to fulfill its legal duties or in connection with bringing or defending any legal claims or actions that may arise now or in the future.

2.3. Content Screening.

(a) Consent to Monitoring. By entering into these Terms, you hereby provide your irrevocable consent to our monitoring and recording of your use of the Service. You acknowledge and agree that you have no expectation of privacy vis a vis us or any of our service providers who provide services to us or you as part of the Service concerning the transmission of any information, including without limitation chat, text or voice communications.

(b) Options Regarding Posted Content. QFE002 may reject, refuse to post or delete any or all Posted Content for any or no reason, including, but not limited to the reason that, in the sole judgment of QFE002, the contents or posting or other use of such Posted Content in connection with the Service violates these Terms.

2.4. User Interactions and Legal Problems; Releases. You hereby release us, and our officers, directors, agents, subsidiaries, joint ventures and employees, from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute that arises between you and one or more Other Users. If you are a California resident, you acknowledge that you are aware of, and hereby waive your rights under the provisions of California Civil Code Section 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

3. Fees and Purchase Terms. You agree to pay any and all fees and applicable taxes incurred by you or anyone using an Account registered to you. Any required fees will be specified as part of the Service or when you register your Account. QFE002 reserves the right to charge fees for any parts of the Service that may have previously been offered without a fee. You agree that QFE002 in the future may offer premium services as part of the Service that may require fees or additional fees. QFE002 may revise the pricing for the goods and services offered through the Service at any time. YOU ACKNOWLEDGE THAT QFE002 IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED PRODUCTS AND SERVICES WHEN YOUR ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

4. Third Party Advertising.

4.1. Third Party Advertisements. You understand that the Service may feature advertisements from QFE002 or third parties. The Privacy Policy addresses our disclosure of information for third party advertising.

4.2. Links to Third Party Sites and Dealings with Advertisers. QFE002 may provide links on the Service to third party websites or vendors who may invite you to participate in a promotional offer in return for receiving a benefit. Any charges or obligations you incur in your dealings with these third parties are your responsibility. QFE002 makes no representation or warranty regarding any content, goods, or services provided by any third party even if linked from our Service, and we will not be liable for any claim relating to any third party content, goods, or services. The linked sites are not under the control of QFE002 and may collect data or solicit personal information from you. QFE002 is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply endorsement by QFE002 of these linked sites.

5. Copyright Notices; Complaints. It is QFE002's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please go to QFE002's "Copyright Page" to review our DMCA procedures. QFE002 reserves the right to terminate without notice any user's access to the Service if that user is determined by QFE002 to be a "repeat infringer." In addition, QFE002 accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

6. Updates to the Service. You understand that the Service undergoes frequent changes. QFE002 may require that you accept or only use updates to the App or Service in order to continue using the Service. You acknowledge and agree that QFE002 may update the Service without notifying you.

7. Disclaimer; Limitations; Waivers on Liability; Indemnification.

7.1. Disclaimer of Warranties.

(a) SERVICE PROVIDED "AS IS". YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD THE SHORTER OF THIRTY (30) CALENDAR DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

(b) NO WARRANTY OF ERROR-FREE OPERATION. WITHOUT LIMITING THE FOREGOING, NEITHER QFE002 NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, THIRD-PARTY SERVICE PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "QFE002 PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

(c) NO WARRANTY REGARDING ACCESS TO ACCOUNTS AND CONTENT. QFE002 DOES NOT WARRANT THAT ALL CONTENT OR INFORMATION POSTED BY AN ACCOUNT HOLDER WILL REMAIN AVAILABLE AT ALL TIMES OR WILL NEVER BE DELETED, CORRUPTED OR OTHERWISE UNAVAILABLE. QFE002 DOES NOT WARRANT THAT THE SERVICE, ACCOUNT HOLDER INFORMATION OR ANY INFORMATION POSTED BY AN ACCOUNT HOLDER WILL BE KEPT FROM ANY PARTICULAR INDIVIDUAL OR ENTITY WHO EITHER HACKS OR ENGAGES IN

UNAUTHORIZED ACCESS TO SUCH CONTENT OR INFORMATION OR IS MISTAKENLY GRANTED ACCESS BY QFE002 OR THROUGH THE SERVICE.

7.2. Limitation of Liability. To the extent not prohibited by applicable law, in no event will QFE002 or any QFE002 supplier or licensor be liable for personal injury, or any incidental, special, indirect, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses arising out of or related to these terms of use or your use or inability to use the qfe002 id service, however caused, whether under a theory of contract, warranty, tort (including negligence), products liability, or otherwise, even if QFE002 has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any remedy. In no event shall QFE002's total liability to you under this agreement for all damages (except as may be otherwise required under applicable law) exceed the amount of fifty dollars (\$50.00). This limitation of liability shall apply even in the event of a fundamental or material breach or a breach of the fundamental or material terms of this agreement.

(a) NOT RESPONSIBLE FOR THIRD PARTY CONDUCT. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE QFE002 PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE QFE002 PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE, OPERATORS OF EXTERNAL SITES AND MERCHANTS WHO SELL QFE002'S PRODUCTS, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

(b) MONETARY LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL THE QFE002 PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID QFE002 IN THE ONE HUNDRED EIGHTY (180) CALENDAR DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

(c) FAILURE TO PAY. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID QFE002 ANY AMOUNTS IN THE ONE HUNDRED EIGHTY (180) CALENDAR DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH QFE002 IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

(d) DISCLAIMER MAY NOT BE APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU.

7.3. Indemnification. You agree to defend, indemnify, save, and hold the QFE002 Parties harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms, or any breach of the representations, warranties and covenants made by you herein. QFE002 reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify QFE002 and you agree to cooperate with QFE002's defense of these claims. QFE002 will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of

it. You agree that the provisions in this Section will survive any termination of Terms, your Account or of the Service.

8. Dispute Resolution.

8.1. General. If a dispute arises between you and QFE002, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and QFE002 agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a “Claim”) in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by emailing Customer Support at info@QFE002.com. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Other than those matters listed in Section 8.2, you and QFE002 agree to seek resolution of the dispute only through arbitration of that dispute in accordance with the terms of this Section 8, and not litigate any dispute in court. Arbitration means that the dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

8.2. Exclusions from Arbitration. YOU AND QFE002 AGREE THAT ANY CLAIM FILED BY YOU OR BY QFE002 IN SMALL CLAIMS COURT OR BY QFE002 RELATED TO PROTECTION OF QFE002’S OR ANY QFE002 LICENSOR’S INTELLECTUAL PROPERTY ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION 8.

8.3. RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN THIS SECTION 8, YOU MUST NOTIFY QFE002 IN WRITING, ADDRESSED TO **QFE002 CUSTOMER SUPPORT, 6870 EMBARCADERO LANE, CARLSBAD, CALIFORNIA 92011**, WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO QFE002 TERMS ADMINISTRATOR, AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR USERNAME, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH QFE002 THROUGH ARBITRATION.

8.4. Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND QFE002 SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

8.5. Initiation of Arbitration Proceeding; Selection of Arbitrator. If you or QFE002 elect to resolve your dispute through arbitration, the party initiating the arbitration proceeding must initiate it with the American Arbitration Association (“AAA”). The terms of this Section 8 will govern in the event they conflict with the arbitration rules identified below.

8.6. Arbitration Procedures. Because the software and/or service provided to you by QFE002 concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all disputes. However, applicable federal or state law may also apply to the substance of any disputes. For claims of less than \$75,000, the AAA’s Consumer Arbitration Rules shall apply; for

claims over \$75,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if your claims do not exceed \$75,000 and you provided notice to, and negotiated in good faith with, QFE002 as described above, and if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to QFE002 or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

8.7. Location of Arbitration. You or QFE002 may initiate arbitration in either San Francisco, California or the county in which you reside. If you initiate arbitration in the county of your residence, QFE002 may transfer the arbitration to San Francisco, California *provided* that QFE002 agrees to pay any additional fees or costs you incur as a result of the change in location, as determined by the arbitrator.

8.8. Severability. If any clause within this Section 8 (other than the Class Action Waiver clause of Section 8.4) is found to be illegal or unenforceable, that clause will be severed from this Section 8 and the remainder of this Section 8 will be given full force and effect. If the Class Action Waiver (Section 8.4) clause is found to be illegal or unenforceable, this entire Section 8, except for this Section 8.8, will be unenforceable and the dispute will be decided by a court and IN THAT INSTANCE, YOU AND QFE002 EACH WAIVE AND AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY, TO THE EXTENT ALLOWED BY LAW.

8.9. Survival. This Section 8 shall survive any termination of the Terms.

9. General Provisions.

9.1. Updates to the Terms and Privacy Policy.

(a) Right to Update. QFE002 reserves the right, at our discretion, to change, modify, add or remove portions of these Terms and our Privacy Policy at any time by posting the amended Terms or Privacy Policy through the Service. You may also be given additional notice, such as an email message or messaging within the Service, of any changes. You will be deemed to have accepted such changes by continuing to use the Service. Except as otherwise stated, all amended terms shall automatically be effective thirty (30) calendar days after they are initially posted. QFE002 may also revise other policies, codes or rules at any time and the new versions will be available on www.QFE002.com or in the Service. No amendment to the Terms or Privacy Policy shall apply to any dispute of which QFE002 had actual notice before the date of the amendment.

(b) Seeking Consent. If QFE002 revises these Terms or its Privacy Policy and seeks your consent to be bound by such revised Terms or revised Privacy Policy and you do not agree to be bound by such revised Terms or revised Privacy Policy before using the Service again, then notwithstanding anything to the contrary, QFE002 reserves the right to terminate your Account and use of the Service.

(c) Disagreement With Terms. If at any time you do not agree to any provision of the then-current version of our Terms, the Privacy Policy or any other QFE002 policy, rule or code of

conduct relating to your use of the Service, your right to use the Service will immediately terminate, and you must immediately stop using the Service.

(d) Conflict. To the extent these Terms or the Privacy Policy conflict with any other QFE002 terms, policy, rule, or code of conduct, the provisions of these Terms and the Privacy Policy will prevail.

9.2. Severability. If any provision of these Terms or the Privacy Policy is found invalid, illegal, or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity, illegality, or unenforceability without affecting the validity, legality, or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which will continue to be in full force and effect.

9.3. Assignment. QFE002 may assign any of its rights or delegate any of its obligations under these Terms, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under the Terms without the prior written consent of QFE002; any purported assignment or delegation in violation of this Section 9.3 is void.

9.4. Supplemental Policies. QFE002 may publish additional policies related to specific services such as forums, contests, or loyalty programs. Your use, if any, of such services is subject to such specific policies and these Terms.

9.5. Entire Agreement. These Terms, together with any supplemental policies, the Privacy Policy, and any other documents expressly incorporated by reference herein, contain the entire agreement between QFE002 and you with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations and warranties of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent.

9.6. No Waiver. The failure of QFE002 to require or enforce strict performance by you of any provision of these Terms or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of QFE002's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by QFE002 of any provision, condition or requirement of these Terms or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers or other acts or omissions by QFE002 shall be deemed a modification of these Terms nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of QFE002.

9.7. Notices. We may notify you via postings on www.QFE002.com and via email or any other communications means through contact information you provide to us. All notices given by you or required from you under these Terms or the Privacy Policy shall be in writing and addressed to the address in this Section 9.7. Any notices that you provide without compliance with this Section 9.7 shall have no legal effect.

QFE002
6870 Embarcadero Lane
Carlsbad, CA 92011

Attn: Terms Administrator

9.8. Equitable Remedies. You acknowledge that the rights granted and obligations made under these Terms to QFE002 are of a unique and irreplaceable nature, the loss of which shall irreparably harm QFE002 and which cannot be replaced by monetary damages alone, so that QFE002 shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages, limited by Section 7.2.

9.9. Force Majeure. QFE002 shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of QFE002, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond QFE002's control, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials.

9.10. Governing Law. The Terms and Privacy Policy shall be governed by the laws of the State of California notwithstanding its conflict of laws provisions.