

QCM Technologies, Inc.

Terms and Conditions of Service

1. Terms of Acceptance

By accessing the website at <http://www.qcmtech.com>, you are agreeing to be bound by these Terms and Conditions of Service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

2. Use License

- a. Permission is granted to temporarily download one copy of the materials (information or software) on QCM Technologies, Inc.'s website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - I. modify or copy the materials;
 - II. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - III. attempt to decompile or reverse engineer any software contained on QCM Technologies, Inc.'s website;
 - IV. remove any copyright or other proprietary notations from the materials; or
 - V. transfer the materials to another person or "mirror" the materials on any other server.
- b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by QCM Technologies, Inc. at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Disclaimer

- a. The materials and content on QCM Technologies, Inc.'s website are provided on an 'as is' basis. QCM Technologies, Inc. makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for any particular purpose, or non-infringement of intellectual property or other violation of rights.
- b. Further, QCM Technologies, Inc. does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials or content on its website or otherwise relating to such materials or on any sites linked to this site.

4. Limitations

In no event shall QCM Technologies, Inc. or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on QCM Technologies, Inc.'s website, even if QCM Technologies, Inc. or a QCM Technologies, Inc. authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Accuracy of materials

The materials appearing on QCM Technologies, Inc.'s website could include technical, typographical, or photographic errors. QCM Technologies, Inc. does not warrant that any of the materials on its website are

accurate, complete or current. QCM Technologies, Inc. may make changes to the materials contained on its website at any time without notice. However; QCM Technologies, Inc. does not make any commitment to update the materials.

6. Links

QCM Technologies, Inc. does not review all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by QCM Technologies, Inc. of the site. QCM Technologies, Inc. has no control over the content of other website. Use of any such linked website(s) is at the user's own risk.

7. Modifications

QCM Technologies, Inc. may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Scottsdale, Arizona and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

Privacy Policy

Your privacy is important to us.

It is QCM Technologies, Inc.'s policy to respect your privacy regarding any information we may collect while operating our website. Accordingly, we have developed this privacy policy in for you to understand how we collect, use, communicate, disclose and otherwise make use of personal information. We have outlined our privacy policy below.

1. Collection of Personal Data

When you browse QCM Technologies, Inc.'s website, we do not automatically collect Personal Data (as defined below) from you. We, however, do log your IP address (the Internet address of your computer) to give us an idea of which part(s) of the website you visit and the amount of time that you spend there. Your IP address is also used to help diagnose any technical problems, analyze site trends, administer the website, track movement within the site, and gather broad demographic information about website use that can eventually be used to make improvements to enhance your user experience on QCM Technologies, Inc.'s website.

As you access and use QCM Technologies, Inc.'s website, QCM Technologies, Inc. may request from you certain information, such as your name, e-mail address, company name, company address, and telephone number ("Personal Data"). This Personal Data is needed to provide to you a product or a service or to carry out a transaction that you have requested.

2. Cookies and Other Tracking Technologies

This Site may use cookie and tracking technology. A "cookie" is a small data file that the Site places on your computer's hard drive for identification purposes. These data files include information that allows our website to remember important information that will make your use of our website more efficient and useful to you.

3. How **QCM Technologies, Inc.** Uses Personal Data

QCM Technologies, Inc. uses Personal Data in several ways: to fulfill your requests for certain products and services; to personalize your experience on our Site; to keep you up-to-date on the latest product announcements;

and to provide to you other information we think you would like to hear about from us. We may also use your Personal Data to send to you direct marketing information or to contact you for market research.

4. Disclosure to Third Parties

If you request something from our website (e.g., a product, a service, specific marketing materials, etc.), we may use your Personal Data to fulfill your request. To help us do this, we may share your Personal Data with third parties to provide certain services (e.g., marketing services) on our behalf. In such cases, however, the third parties are prohibited from using your Personal Data for any other purpose.

To describe our services to advertisers, vendors, and other reputable third parties and for other lawful purposes, QCM Technologies, Inc. may disclose aggregate statistics about our Site visitors, customers, and sales; however, these statistics will include no Personal Data. QCM Technologies, Inc. may disclose Personal Data if required to do so by law or if QCM Technologies, Inc. believes that such action is necessary to protect and defend the rights, property, or personal safety of QCM Technologies, Inc., the website, or its visitors. QCM Technologies, Inc. may disclose your Personal Data in the event of any sale or transfer of its business or its assets.

We are committed to conducting our business in accordance with these principles in order to ensure the confidentiality of personal information is protected and maintained. QCM Technologies, Inc. may change this privacy policy from time to time at QCM Technologies, Inc.'s sole discretion.