

## **Terms of Use (Revised September 18, 2012)**

### **1. Acceptance of Terms**

P.E. Technologies, Inc. D/B/A PE Central and its affiliates (collectively, “PE Central”, “we” or “us”) provide our Internet sites (collectively, the “Sites”) and the content, access to Postings (as defined below) and services offered on or through those sites (collectively, the “Services”), to you subject to the following Terms of Use (“TOU”). Your use of the Services in whole or in part constitutes your binding acceptance of these TOU. If you do not agree to these TOU, you should not use the Sites or Services. Some Services may be subject to additional posted rules, policies and terms. When you use those Services, you shall be subject to those additional conditions, which are incorporated by reference into these TOU (and, consequently, form part of your agreement with us. In the event of an inconsistency between these TOU and any additional posted conditions or separate usage terms, the provisions of the additional conditions and/or separate usage terms shall control. Because we may modify all or any part of these TOU from time to time without notice to you, you should check back often so you are aware of your current rights and responsibilities. Your continued use of a given Site or Service after changes to these TOU have been published constitutes your binding acceptance of the updated TOU. If at any time the TOU are no longer acceptable to you, you should immediately cease all use of the Site and Services.

### **2. Description of Services; Use of Content; Forums**

The Services include a combination of content that we create and that other third parties create. In addition, some Services provide you and other users with an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us or others on or through that Service (collectively, the “Postings”).

We adhere to high journalistic standards, and use every reasonable effort to provide informative and relevant content as part of the Services. However, in using the Services, you may be exposed to content or Postings that you find offensive, indecent, objectionable or that are inaccurate and you bear all risks associated with using all content. You understand that the Services are provided by PE Central 'AS IS', as further described in Section 15 of these TOU, and that PE Central does not guarantee the accuracy, integrity or quality of any content or Postings available on or through the Services. In this regard, you acknowledge that you may not rely on any of this content or Postings, whether created by or submitted to PE Central, including, but not limited to, surveys or survey results, or other Postings on any bulletin board, chat, news group, community, forum or other feedback section of the Services (collectively, the “Forums”). The Services are provided for informational purposes only and are not intended as professional advice.

Some of our Services give you the opportunity to participate in Forums operated by PE Central or by a third party. We ask that you exercise appropriate caution when participating in any type of Forum. In particular, please remember that if you publicly disclose personally identifying information, such as your name or email address, in connection with a Forum, the information may be collected and used by others. You should also take reasonable precautions with regard to any material you download from or through Forums (for example, scanning for viruses or other

damaging computer programming routines). Finally, you agree to use the Forums only to send and receive messages and material that are proper and related to that particular Forum. You further understand and agree that the Services may include certain communications from PE Central (such as administrative messages and certain newsletters), and that these communications are considered part of the Services and you may not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to the TOU.

### **3. Third Party Services.**

You understand that from time to time, you may communicate with, receive communications from, or otherwise participate in or use the services or obtain goods and services of or from, third parties (e.g., advertisers) as a result of your use of the Services. All such communication, interaction and participation is strictly and solely between you and such third party, and PE Central shall not be responsible or liable to you in any way in connection with these activities or transactions (including, but not limited to, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the third party, or any goods or services you may purchase or obtain from any third party). In particular, the appearance or availability of links to third party sites on or through the Services does not constitute an endorsement by PE Central with respect to the content, advertising, products, or other materials available on or from such sites.

Finally, you are responsible for obtaining access to the Services and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Services.

### **4. General Rules of Conduct**

Your use of the Services is subject to all applicable local, state, national and international laws and regulations, and you agree not to violate such laws and regulations. In addition, you agree that:

- you will not interfere with another user's use and enjoyment of the Services;
- you will not interfere with or disrupt the security measures of the Services; and
- you will not interfere with or disrupt networks connected to the Services, and will comply with all regulations, policies and procedures of such networks.

You further agree that you will not use the Services to:

- send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming";
- harm minors in any way;
- promote or generate revenue for any business or commercial purposes, whether or not for a charge or through linking with any other web services or pages, unless authorized by PE Central in writing in advance;
- impersonate any person or entity; or
- collect or store personal data about other users.

### **5. Postings**

Although we reserve the right to edit Postings in the Forums prior to their inclusion on the Services, as a general matter, PE Central does not screen or monitor such Postings. Therefore, you understand that you are solely responsible for all Postings and other materials, whether publicly posted or privately transmitted, that are uploaded, posted, emailed, transmitted or otherwise made available from your email address on our through the Services. You further agree that your Postings will not violate these TOU.

The Postings do not reflect the views of PE Central and PE Central does not verify, endorse, or vouch for any such Postings. We do, however, enforce these TOU, and if we determine in our sole discretion that any Posting is inaccurate, was posted without authorization, or otherwise does or may violate these TOU, we reserve the right, at any time, without prior notice and without limiting any and all other rights we may have, at law or in equity, to (a) modify, refuse to permit or remove the Posting; (b) revoke the applicable user's right to use the Services; and/or (c) use any technological, legal, operational or other means available to PE Central to enforce the provisions of these TOU, including, without limitation, blocking specific IP addresses or deactivating the applicable user's registration.

You represent and warrant to PE Central that your Postings will not contain any material that:

- is false, inaccurate, or misleading;
- infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights, or rights of publicity or privacy;
- is defamatory, constitutes trade libel or product disparagement, or is otherwise unlawful
- is obscene or contains child pornography; or
- contains viruses, Trojan horses, time bombs, worms, cancelbots, easter eggs or other computer programming routines that may damage or interfere with the operation of any system, or unlawfully intercept any data or personal information.

You further represent and warrant that:

- your Postings will be original and/or you will obtain all third-party permission necessary for the use of the Postings as set forth below;
- you have all rights necessary to convey the rights conveyed herein to PE Central and its affiliates; and

Finally, you specifically grant to PE Central and its affiliates and service providers a perpetual, worldwide, royalty-free, irrevocable, nonexclusive, sublicensable right and license to:

- use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display all Postings submitted by you or through your account, in whole or in part;
- use, in whole or in part, your name, likeness, photograph, voice, company name, screen name, e-mail address and/or other identifying information submitted by you as part of or in connection with such Postings (“Image”), and reproduce, publish, create derivative works from, distribute, perform and display materials containing the same; and
- incorporate the Postings and the Image in other works in any form, media or technology now known or later developed throughout the universe, and reproduce, publish, display and otherwise distribute the same.

For sake of clarity, by virtue of the above grant, you also give PE Central and its affiliates permission to copy your Postings and the Image as part of the normal backup process and/or to archive discussions containing your Postings and/or the Image.

## **6. PE Central Proprietary Rights**

All Services software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, database, proprietary information and all copyrightable or otherwise legally protectible elements of the Services, including, but not limited to, all content posted within the Sites and the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names, excluding any of your Postings (individually and/or collectively, "Material"), are the property PE Central, its subsidiaries, affiliates, licensors or suppliers and are legally protected under U.S. Federal and State, as well as applicable foreign, laws, regulations and treaties. The compilation of all content on each site is the exclusive property of PE Central. You may not reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party web site), or otherwise use, any materials contained on the Services (except for your Postings) without the express prior written consent of PE Central or its owner if PE Central is not the owner. In particular, you may not link to or frame any Material without the express prior written consent of PE Central or the Material owner.

You must not alter, delete or conceal any copyright or other notices contained on the Services, including notices on any Material you download, transmit, print or reproduce from the Services. Any unauthorized or prohibited use of any Material, may subject you to civil liability or criminal prosecution, or both, under applicable federal and state laws. You further agree not to access the Service by any means other than through the interface that is provided by PE Central for use in accessing the Service.

## **7. Fee-Based Services**

Some of our Services require that you pay a fee to access or use such Service, as described in the specific conditions included where those Services are offered. You agree to pay all fees and charges that you incur. Unless otherwise noted, all currency references are in U.S. dollars. We may, upon notice if required by applicable laws, at any time change the amount of, or basis for determining, any fee or charge, or institute new fees or charges. All fees and charges are payable in accordance with payment terms in effect at the time the fee or charge becomes payable.

## **8. Registration/Subscription Obligations**

Some of our Services require that you register with or subscribe for that Service in order to access or use it. If such registration or subscription is required, you agree that you will provide accurate information (such as your real name and a valid e-mail address) and will update your relevant information if it becomes outdated. If you provide any information that is, or that PE Central in its reasonable discretion determines may be, untrue, inaccurate, not current or incomplete, PE Central has the right, without prior notice, to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). For more detailed information about how we treat the registration information you provide to us, please see our Privacy Policy located at <http://www.pecentral.org/pecinfo/privacystatement.html>, which is incorporated by reference into these TOU (and therefore a part of your agreement with us). If we issue you a password, you agree to help protect your information by guarding that password, and by changing it as soon as possible if you believe its security has been compromised. If PE Central allows you to choose a username and you select, in PE Central's sole discretion, one that is obscene, indecent, abusive or which is otherwise objectionable, PE Central has the right, without prior notice to you, to automatically change your username, delete your Postings under

it, deny you access to the Services, or any combination of these options. You may not transfer your registration, password or user name to another person or share it with anyone. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements. If you believe your information has been used without your authorization, you agree to notify PE Central immediately.

## **9. Service Deactivation or Termination**

We have the right, but not the obligation, to take any of the following actions, in our sole discretion, at any time and for any reason without giving you any prior notice:

- Restrict, suspend or terminate your access to all or any part of our Services;
- Refuse, move or remove for any reason any material that you submit on or through the Services;
- Refuse, move, or remove any content Postings that are available on or through the Services;
- Deactivate or delete your accounts and all related information and files in your account; and
- Establish general practices and limits concerning use of the Services.

We may take any of the above actions for any legitimate business reason, as determined by PE Central in its sole discretion.

## **10. Indemnification**

You hereby agree to indemnify, defend and hold PE Central, its subsidiaries, members, managers and affiliates, and all of their respective officers, directors, owners, employees, agents, licensors, representatives, licensors and suppliers (collectively, the "PE Central Parties"), harmless from and against any and all liability, losses, expenses, damages and costs (including attorneys' fees), incurred by any PE Central Party in connection with any claim arising out of your use of the Services, any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you, the content you submit, post, transmit or make available through the Services, your violation of these TOU, your connection to the Services, or your violation of the rights of any other person or entity.

PE Central reserves the right to assume, at its sole expense, the exclusive defense and control of any claim, action or other matter for which you are required to indemnify us, and all negotiations for settlement or compromise thereof, and you agree to fully cooperate with PE Central in the defense of any such claim, action, settlement or compromise negotiations, as requested by PE Central.

## **11. Disclaimers of Warranties**

THE SERVICES, SITES (AND ALL CONTENT POSTED THEREIN), MATERIALS, FORUMS AND POSTINGS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION, PROMISE OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SERVICES WILL BE AVAILABLE FOR USE, OR UNINTERRUPTED OR ERROR FREE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED OR THAT ANY ERRORS WILL BE CORRECTED. IN ADDITION, ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH OUR SERVICES IS DONE AT YOUR OWN

DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. PE CENTRAL HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE SERVICES, WEBSITE, MATERIALS, FORUMS AND POSTINGS, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Without limiting the foregoing, PE Central is not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Services. As between you and PE Central, you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all features and functions of the Services, including, without limitation, postings and materials associated with your use of the Services. Under no circumstances shall any PE Central Party be liable for any loss or damage caused by your reliance on information obtained through the Services. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Services.

## **12. Limitation of Liability**

IN NO EVENT SHALL ANY PE CENTRAL PARTY BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY, UNDER ANY THEORY, INCLUDING NEGLIGENCE, FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, ACTUAL, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST INCOME, REVENUE OR PROFITS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, THAT RESULT FROM YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF SUCH PE CENTRAL PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. BY USING THE SERVICES, YOU AGREE THAT THIS LIMITATION WILL APPLY TO ANY CONTENT, FORUMS AND/OR MATERIALS THAT MAY BE AVAILABLE THROUGH SUCH SERVICES AND/OR SITES. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR DAMAGES, YOU AGREE THAT IN NO EVENT SHALL THE TOTAL LIABILITY OF ANY PE CENTRAL PARTY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION OF ANY KIND EXCEED ONE HUNDRED DOLLARS (\$100.00). Notwithstanding any claim that a sole or exclusive remedy which is provided in this agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have PE Central, upon written notice from you to us, attempt to repair, correct or replace any deficient Service and, if repair, correction or replacement is not reasonably commercially practicable for PE Central, in its sole discretion, to refund any monies actually paid by you for the Service involved and to terminate and discontinue your use of the Services.

## **13. Miscellaneous**

This site is created, controlled and operated by PE Central in the USA, and is intended solely and exclusively for residents of the United States and its territories. If you choose to access this site from another location, you are responsible for complying with local laws, if and to the extent that local laws apply. The Services are directed to adults and is not directed to children under the age

of 13. We cannot prohibit minors from visiting the website or using the Services, so we must rely on parents, guardians and those responsible for supervising children under 13 to decide which materials are appropriate for such children to view and/or purchase. We comply with the Children's Online Privacy Protection Act and do not permit registration by and will not knowingly collect personally identifiable information from anyone under 13. This requirement will be posted wherever we collect data within the website, such as during the registration process. These TOU, including the policies referred to in these TOU, constitute the entire agreement between you and PE Central and govern your use of the Services, superceding any prior agreements between you and PE Central. As noted above, you also may be subject to additional terms and conditions that may apply when you use or purchase certain other PE Central services, affiliate services, third-party content or third-party software. These TOU cannot be changed or terminated orally. We may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on or through the Services or delivering them to you through email. You may update your email address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. You have the right to request that we provide such notices to you in paper format, and may do so by contacting the President, P.E. Technologies, Inc. at P.O. Box 10262, Blacksburg, Virginia 24062. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information. You agree that these TOU may be automatically assigned, in whole or in part, by PE Central or its affiliate to a third party, in our sole discretion, in connection with a merger, acquisition, reorganization or sale of substantially all of our assets, in whole or in part. The formation, construction and interpretation of this agreement shall be controlled by the laws of the Commonwealth of Virginia, giving no effect to choice of law provisions. Any dispute relating to this agreement shall be subject to the exclusive jurisdiction of the state and federal courts in Montgomery County, Virginia, U.S.A., and the parties agree to submit to the personal and exclusive jurisdiction of these courts. You agree that, except as otherwise expressly provided in these TOU, there shall be no third party beneficiaries to this Agreement. The failure of PE Central to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### **18. DMCA; Trademark Violations**

Materials may be made available via the Services by third parties not within our control. We are under no obligation to, and not, scan content used in connection with the Services for the inclusion of illegal or impermissible content. However, we respect the copyright and trademark interests of others. It is our policy not to permit materials known by us to infringe another party's copyright and/or trademark to remain on the Services. If you believe any materials on the Services infringe a copyright and/or trademark, you should provide us with written notice to our designated agent identified below that, at a minimum, contains:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or multiple trademarks at a single online site are covered by a single notification, a representative list of such works/trademarks at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. 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 or trademark owner, its agent, or the law; and
6. 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.

All DMCA notices and trademark infringement notices should be sent to our designated agent as follows: [insert name and address]

It is our policy to terminate relationships regarding content and Postings with third parties and/or users who repeatedly infringe the copyrights and/or trademarks of others.