

THE FOLLOWING DESCRIBES THE TERMS FOR ACCESS AND USE OF ANY SERVICE(S) ("SERVICE" OR "SERVICES" OR "PROFESSIONAL SERVICES") PROCURESAFE, INC. ("PROCURESAFE") OFFERS TO ITS USERS (HEREAFTER "USER" OR "USERS").

WELCOME TO PROCURESAFE.COM/PROCURESAFE.ORG. PROCURESAFE DELIVERS AN ONLINE COLLABORATIVE PROCUREMENT AUTOMATION SERVICE TO THE COMMUNITY OF ITS BUYERS DESIGNED TO PROVIDE SUPPLIER BASE MANAGEMENT, SUPPLIER CONTRACT MANAGEMENT, SUPPLIER MARKETPLACE, SUPPLIER BID MANAGEMENT, WORKFLOW SERVICES AND PROFESSIONAL SERVICES TO ITS CUSTOMERS.

YOU ARE OBLIGATED TO READ, AGREE TO AND ACCEPT ALL THE TERMS CONTAINED IN THIS AGREEMENT BEFORE YOU MAY SUBSCRIBE TO PROCURESAFE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT; THEN DO NOT USE OR ACCESS THE SERVICE.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY WHEN YOU (HEREAFTER, "YOU" OR "YOUR" OR "YOURSELF") ARE SUBSCRIBING TO OR ACCESSING THE SERVICES AND/OR SOFTWARE FROM PROCURESAFE. IF YOU HAVE QUESTIONS PERTAINING TO THE USE OF THE SERVICE, PLEASE REFER TO OUR 'CONTACT US' SECTION OF OUR WEBSITE ("WEBSITE" OR "SITE") OR CONTACT OUR WEBMASTER. THESE TERMS AND CONDITIONS ("TERMS") GOVERN THE USE AND LICENSING BY PROCURESAFE OF THE PROCURESAFE SERVICE(S) AND RELATED SERVICES ("SERVICE") AND ALL RELATED SOFTWARE (THE "SOFTWARE" AND TOGETHER WITH THE SERVICE, THE "PRODUCT(S)"). BY YOU COMPLETING ANY ELECTRONIC ACCEPTANCE PROCESS, CLICKING THE "SUBMIT" OR "ACCEPT" BUTTONS, SIGNING AN AGREEMENT, USING ANY OF THE PRODUCTS AND SERVICES OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THESE TERMS, YOU REPRESENT AND WARRANT THAT YOU: (I) ARE AUTHORIZED TO SIGN FOR AND BIND YOURSELF AND ANY OTHER PARTY ON WHOSE BEHALF YOU USE THE SERVICE AND/OR SOFTWARE (THE "OTHER AUTHORIZED USERS") AND (II) AGREE FOR YOURSELF AND THE OTHER AUTHORIZED USER(S) TO BE BOUND BY ALL OF THESE TERMS (INCLUDING THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY SECTIONS SET FORTH BELOW) TO THE EXCLUSION OF ANY OTHER RIGHTS AND OBLIGATIONS, SUCH AS ANY RIGHTS, OBLIGATIONS OR OTHER TERMS LISTED ON A PURCHASER ORDER OR THE LIKE YOU OR THE OTHER AUTHORIZED USER(S) MAY PROVIDE PROCURESAFE AND YOU AGREE THAT ANY SUCH RIGHTS, OBLIGATIONS OR OTHER TERMS LISTED ON SUCH PURCHASE ORDER OR THE LIKE ARE HEREBY NULL AND VOID.

PROCURESAFE provides its SERVICE subject to the following TERMS, which may be updated by us from time to time without notice and it is the USER s responsibility to review this Agreement. This Agreement is effective upon YOUR acceptance of these TERMS during the registration process.

Unless explicitly stated otherwise, any new releases of features that may augment or enhance the current SERVICE shall be subject to this Agreement and these TERMS. YOU understand and agree that the SERVICE is provided "AS-IS" and that PROCURESAFE assumes no responsibility for the timeliness, deletion, modification, improper/lack of delivery or failure to store any communications or personalized profile or other settings. WE, OUR SUBSIDIARIES, OUR OFFICERS, DIRECTORS AND EMPLOYEES PROVIDE OUR SERVICE WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS and EMPLOYEES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ASSOCIATED WITH THE SERVICE. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may or may not apply to YOU. This warranty does give YOU specific legal rights and YOU may also have other legal rights and/or remedies that could vary from state to state.

YOU agree to indemnify and hold harmless PROCURESAFE, and its subsidiaries, affiliates, officers, agents, co-branders or other third parties and partners, and employees, from any claim or demand, including reasonable attorneys' fees, made by YOU or any other third-party due to or arising out of Content YOU submit or PROCURESAFE submits to YOUR SERVICE via its PROFESSIONAL SERVICES offering, post, transmit or make available through the SERVICE, YOUR use of the SERVICE, YOUR connection to the SERVICE, YOUR violation of these TERMS, Feedback submitted by YOU or about YOU or YOUR violation of any rights of another party. Because PROCURESAFE is a collaboration tool, in the event that YOU have a dispute with one or more USERS, buyers or suppliers, functionality of the WEBSITE or the WEBSITE itself, or access to the WEBSITE, YOU agree to release PROCURESAFE and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes and/or the use of this SITE.

ANY TRANSACTION CONDUCTED ON THIS SITE IS AT YOUR OWN RISK. PROCURESAFE ASSUMES NO RESPONSIBILITY FOR AND IS NOT INVOLVED IN THE EXECUTION OF ANY TRANSACTIONS.

YOU are responsible for obtaining access to the SERVICE and that access may involve third-party fees (such as Internet SERVICE provider or airtime charges). In addition, YOU must provide and are responsible for all equipment necessary to access the SERVICE.

REGISTRATION AND ELIGIBILITY

In consideration of YOUR use of this SERVICE, YOU represent that YOU are of legal age (18 Years or older) to form a binding contract and are not a person barred from receiving SERVICES under the laws of the United States or other jurisdiction. YOU also agree to: (a) provide true, accurate, current and complete information about YOURSELF as prompted by the SERVICE's registration form and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If YOU provide any information that is untrue, inaccurate, not current or incomplete, or PROCURESAFE has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, PROCURESAFE has the right to suspend or terminate YOUR account and refuse any and all current or future use of the SERVICE (or any portion thereof). Further, YOUR PROCURESAFE account (including feedback) and USER ID may not be transferred or sold to another party. If YOU are registering as a business entity, YOU represent that YOU have the authority to bind the entity to this Agreement.

YOUR USERS, and any Other Authorized USER's, assent to these TERMS constitutes YOUR express understanding and agreement that when personal data is provided to PROCURESAFE, such data will be processed in the United States. Any personal data collected from or about USERS or licensees in connection with the SERVICE or PRODUCTS, through the PROCURESAFE WEBSITE, or otherwise under these TERMS, will be maintained and processed in the United States by PROCURESAFE or a party acting on its behalf, as PROCURESAFE's SERVICES, PRODUCTS and WEBSITE are provided via equipment and other resources located in the United States. PROCURESAFE's Privacy Policy describes how personally identifiable information may be collected, used and disclosed.

TITLE, TRADEMARKS, COPYRIGHT, OWNERSHIP RIGHTS & INTELLECTUAL PROPERTY

Title, ownership rights and intellectual property rights in the PRODUCTS shall remain with PROCURESAFE or its authorized USERS, as applicable. The PRODUCTS are protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the PRODUCTS is the property of the applicable content owner and is

protected by applicable law. The licenses granted under these Terms gives the YOU and the Other Authorized USER(s) no rights to such content. "PROCURESAFE," associated logos, and other names, logos, icons and marks identifying PROCURESAFE's PRODUCTS and SERVICES are registered trademarks or SERVICE marks of PROCURESAFE (collectively the "Trademarks") and may not be used without the prior written permission of PROCURESAFE. PROCURESAFE and myGateKeeper trademarks may not be used in connection with any product or SERVICE that is not PROCURESAFE's in any manner that is likely to cause confusion among customers, competitors or in any manner that disparages or discredits PROCURESAFE, PROCURESAFE.com or PROCURESAFE.org. All other trademarks not owned by PROCURESAFE and/or its affiliates and third-party partners that appear on this SITE are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by PROCURESAFE or its affiliates. All other product names mentioned are used for identification purposes only and may be trademarks or SERVICE marks of their respective holders. Nothing should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark without the written permission of PROCURESAFE or such third-party that may own the trademarks. Use by YOU and the Other Authorized USER(s) of the Trademarks except as provided in these Terms is strictly prohibited.

PROCURESAFE.com, PROCURESAFE.Org, PROCURESAFE and all online SERVICES on the WEBSITE, and/or any other PROCURESAFE owned domains, are copyrighted by PROCURESAFE and/or their respective owners. YOU may not in any way translate, reverse engineer, decompile, replicate, or disassemble the software, database(s), interfaces or WEBSITE for any purpose, without express written permission from PROCURESAFE. YOU agree not to use YOUR Subscription and/or membership as a means to develop a competitive product to PROCURESAFE.

CONFIDENTIALITY

YOU shall maintain the confidentiality of information considered to be confidential (see below) that has been, and will continue to be, provided to YOU by PROCURESAFE in connection with the use of the SERVICE. YOU specifically agree as follows:

YOU shall (a) maintain in confidence all such information, including but not limited to the SERVICE, (b) not disclose any such information to anyone except YOUR employees, agents, and consultants on a need-to-know basis (and who have been informed of and acknowledge their obligation to be bound by the terms of these confidentiality terms), and (c) not use PROCURESAFE 's confidential information for any purpose other than that for which it is disclosed. All confidential information shall remain the sole property of PROCURESAFE. YOU shall have no right, title, or interest in or to the confidential information.

Information considered confidential by PROCURESAFE includes, without limitation, information of PROCURESAFE relating to (a) matters of a technical nature such as trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of any PRODUCTS or SERVICES planned or being developed, and research subjects, methods and results, (b) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and business concepts, plans or strategies, (c) matters of a human resources nature such as employment policies and practices, personnel, compensation and employee benefits, (d) other information of a similar nature not generally disclosed by PROCURESAFE to the public or other information YOU or the Other Authorized USER(s) should reasonably believe them to be confidential given the circumstances, (e) information concerning YOUR use of the PRODUCTS, and (f) the PRODUCTS.

The obligations imposed by these confidentiality terms shall not apply to any information that (a) is proven by YOU to have been rightfully received from a third-party without accompanying use or disclosure restrictions; or (b) is or becomes generally publicly available through no wrongful act of YOU or the Other Authorized USER(s) or any other person or entity with a confidentiality obligation;

or (c) is already known to YOU prior to the date of disclosure as evidenced by documentation bearing a date prior to the date of disclosure; or (d) is approved for release in writing by an authorized representative of PROCURES SAFE ; or (e) is required to be disclosed pursuant to court order, duly authorized subpoena, or governmental authority (but YOU or the Other Authorized USER(s) shall immediately give PROCURES SAFE written notice and an opportunity to contest such required disclosure).

The parties agree that the remedy at law for any breach of any of the covenants and agreements set forth in these Confidentiality terms may be inadequate and that, in the event of any such breach or threatened breach, PROCURES SAFE shall, in addition to all other remedies which may be available to it at law, be entitled to equitable relief in the form of preliminary and permanent injunctions without the necessity of proving damages. YOU further agree that the terms of these confidentiality terms shall in no way restrict or limit any other remedies PROCURES SAFE may have against YOU. PROCURES SAFE shall be entitled to recover the costs including reasonable attorney's fees, to enforce its rights under these confidentiality terms.

Return of Confidential Information. Upon the written request of PROCURES SAFE, YOU shall return, or certify that it has destroyed, all information disclosed under these confidentiality terms and any memorandum, diagrams, or any other documents containing any information disclosed under these confidentiality terms.

FEES AND SERVICE

PROCURES SAFE will not provide any SERVICE to USERS that have not agreed to the TERMS of this Agreement and/or have not paid any required SERVICE fees. At PROCURES SAFE'S discretion, there may be services that do not require SERVICE fees. PROCURES SAFE reserves the right and may change the fees policy and/or the fees for our SERVICES from time to time. Our changes to the policy are effective after we provide YOU with at least fifteen (15) days' notice of the changes by posting the changes either directly in writing or on the SITE. PROCURES SAFE may in our sole discretion change any or all of our SERVICE at any time.

Payment by credit card. If YOU are paying by credit card, YOU authorize PROCURES SAFE to charge YOUR credit card or bank account for all fees payable during the Subscription Term. YOU further authorize PROCURES SAFE to use a third-party to process payments, and consent to the disclosure of YOUR payment information to such third-party.

Payment Information. YOU are responsible for notifying PROCURES SAFE of any changes associated with/to YOUR accounts associated with YOUR payment of YOUR PROCURES SAFE Subscription or any other SERVICES YOU may be purchasing from PROCURES SAFE.

Taxes. All fees are exclusive of taxes, which we will charge as applicable. YOU agree to pay any taxes applicable to YOUR use of the Subscription SERVICE and performance of PROFESSIONAL SERVICES. YOU and the Other Authorized USER(s) agree to be responsible for and to pay any sales, personal property, use, VAT, excise, withholding, or any other taxes that may be imposed, based on this use of SERVICE, use or possession of PRODUCTS, or any other PRODUCTS or SERVICE provided under these TERMS. If YOU are located in the European Union, all fees are exclusive of any VAT and YOU represent that YOU are registered for VAT purposes in YOUR member state. At our request, YOU will provide us with the VAT registration number under which YOU are registered in YOUR member state. If YOU are subject to GST, all fees are exclusive of GST. If YOU are required to deduct or withhold any tax, YOU must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

Free or Demo Subscriptions. Notwithstanding the foregoing provisions of these Terms, PROCURES SAFE may offer a Free or Demo/Trial SERVICE for a specified period that would not require the payment of a Subscription Fee.

PROFESSIONAL SERVICES. YOU may purchase PROFESSIONAL SERVICES by placing an Order with us. Unless we otherwise agree, the PROFESSIONAL SERVICES Fees are in addition to YOUR Subscription Fee. If YOU happen purchase PROFESSIONAL SERVICES that recur, they will be considered part of YOUR Subscription Fee and will renew in accordance with YOUR annual Subscription.

All PROFESSIONAL SERVICES are performed, unless YOU and we otherwise agree, on a mutually agreed upon scope-of-work basis. For PROFESSIONAL SERVICES performed on-site, YOU may be required to reimburse us our reasonable costs for all expenses incurred relating to the PROFESSIONAL SERVICES. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

If there are a specific number of hours included in the PROFESSIONAL SERVICES purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the "Expiration Period"). If there are deliverables included in the PROFESSIONAL SERVICES purchased, it is estimated that those deliverables will be completed within the period indicated as the delivery period in the applicable description included in the agreed upon scope-of-work, which delivery period will commence upon purchase (the "Delivery Period"). If the PROFESSIONAL SERVICES provided are not complete at the end of the Delivery Period due to no fault of PROCURES SAFE or YOUR failure to make the necessary resources available to us or to perform YOUR obligations, such PROFESSIONAL SERVICES will be deemed to be complete at the end of the Delivery Period. If the PROFESSIONAL SERVICES provided are not complete at the end of the Delivery Period due to PROCURES SAFE's failure to make the necessary resources available to YOU or to perform our obligations, the Delivery Period will be extended to allow us to complete such PROFESSIONAL SERVICES.

PROCURES SAFE might provide some or all elements of the PROFESSIONAL SERVICES through third-party SERVICE providers. PROFESSIONAL SERVICES are non-cancellable and all fees for PROFESSIONAL SERVICES are non-refundable.

New SERVICE: In the event PROCURES SAFE introduces a new SERVICE that requires additional fees, the fees or charges for such new SERVICE are effective at the official launch of the SERVICE. YOU will receive notification of such new SERVICE and will be offered a choice to accept or decline any additional fees associated with the use of such new SERVICE. Unless otherwise stated, all SERVICE fees are presented, quoted and billed in U.S. Dollars. YOU are responsible for paying all fees and applicable taxes associated with using the SITE and any PROCURES SAFE SERVICE offered under these TERMS.

ON-LINE COLLABORATION SERVICE

PROCURES SAFE offers an online collaboration SERVICE to allow a USER/Buyer and/or a Supplier to obtain information about anything, at any time, from anywhere, in a variety of formats, including quotes, request for proposals, request for information, pricing, etc.. PROCURES SAFE is not involved in the actual transaction between Buyers and Suppliers. As a result, PROCURES SAFE has no control over the quality, safety, legality and content of the items that may or may not be transacted; the accuracy of the information or specifications provided; the ability of USERS (or Buyers) to buy items, the ability of USERS (or Suppliers) to deliver items promised or the ability of Buyers to pay for such items. We cannot ensure and/or guarantee in any way that a USER (Buyer or Supplier) will complete a transaction or that the transaction will be completed in a satisfactory manner. PROCURES SAFE encourages parties using the SITE to communicate directly with potential business partners through any means available via the SITE and/or by any other commercially available mean that might normally be used in conducting business transactions. PROCURES SAFE MAY OFFER A SERVICE TO ASSIST IN QUALIFYING A BUYER OR SUPPLIER BUT IT IS ULTIMATELY A USERS (OR BUYERS) SOLE RESPONSIBILITY TO QUALIFY THE A SUPPLIER THEY WISH TO DO BUSINESS WITH.

YOU UNDERSTAND THAT ALL DATA, INFORMATION, TEXT, SOFTWARE, PHOTOGRAPHS, GRAPHICS, MUSIC, SOUND, VIDEO, MESSAGES OR OTHER MATERIALS ("CONTENT"), WHETHER PUBLICLY POSTED OR PRIVATELY TRANSMITTED, ARE THE SOLE RESPONSIBILITY OF THE PERSON FROM WHICH SUCH CONTENT ORIGINATED. This means that YOU, and not PROCURESAFE, are entirely responsible for all Content that YOU upload, post, list, email, transmit or otherwise make available via the SITE. YOU also understand that by using this SERVICE, YOU may be exposed to Content that could be offensive, indecent or objectionable. Under no circumstances is PROCURESAFE liable in any way for any such Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred because of the use of any Content that is posted, emailed, transmitted, listed or otherwise made available via the SERVICE.

Information is defined as any data or content YOU provide to us or other USERS in the registration, quoting or project listing process, in any public message area (including the forum or the feedback area) or through any email feature. YOU are solely responsible for any Information entered or posted by YOU, and we act as a passive conduit for YOUR online distribution and publication of that Information. PROCURESAFE does not control the content posted and, as such, does not guarantee the accuracy, integrity or quality of such content. Furthermore, YOU may not list any information on the SITE (or consummate any transaction that was initiated using our SERVICE) that, could cause us to violate any applicable law, statute, ordinance or regulation, or that violates any patent, trademark or intellectual property rights.

YOU acknowledge that PROCURESAFE may or may not pre-screen Content, but that PROCURESAFE and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the SERVICE that may or may not violate this Agreement. Without limiting the foregoing, PROCURESAFE and its designees shall have the right to remove any Content that violates these TERMS or is otherwise deemed objectionable, offensive or inappropriate in nature. YOU agree that YOU must evaluate, and bear all risks associated with the use of any Content within the SITE, including any reliance on the accuracy, usefulness or completeness of such Content. YOU also acknowledge that YOU may not rely on any Content created by PROCURESAFE, including without limitation information in PROCURESAFE messaging or notification systems, and in all other parts of the SERVICE.

YOU agree that, notwithstanding any copyright or other intellectual property rights that YOU may have in posted Information, PROCURESAFE has the right to post the Information for the limited purpose of providing to YOU the on-line collaboration SERVICES described above. YOU agree that PROCURESAFE's posting of such information for the stated purposes shall not be construed as an infringement of YOUR intellectual property rights. By accepting these TERMS, YOU acknowledge and agree that infringement of copyright and other intellectual property rights is strictly prohibited.

PROCURESAFE uses commercially available data backup systems. PROCURESAFE cannot guarantee that data YOU or Other Authorized USER's or any other party submits to PROCURESAFE will be available for use. Data submitted to the SITE may at times be lost or destroyed. PROCURESAFE does not take any responsibility for any such loss of data. We recommend that YOU maintain a backup of all data that YOU post to the SITE. ALL INFORMATION, DOCUMENTATION AND PRODUCTS PROVIDED BY PROCURESAFE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROCURESAFE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE. PROCURESAFE MAKES NO WARRANTY THAT THE PRODUCTS WILL MEET YOUR OR THE OTHER AUTHORIZED USER(S) REQUIREMENTS OR

THAT THE PRODUCT WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE, NOR DOES PROCURESAFE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE PRODUCTS. YOU AND THE OTHER AUTHORIZED USER(S) UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS IS DONE AT YOUR OWN RISK AND THAT YOU AND THE OTHER AUTHORIZED USER(S) WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE PRODUCTS, WHETHER MADE BY EMPLOYEES OF PROCURESAFE OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY PROCURESAFE FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF PROCURESAFE WHATSOEVER.

USE OF THE PROCURESAFE SITE

Much of the data and information on the PROCURESAFE SITE is updated on a real-time basis and is proprietary or is licensed to PROCURESAFE by our USERS or partners and/or other third parties. YOU agree that YOU will not use any robot, spider, scraper or other automated means to access the SITE for any purpose without our express written permission. Additionally, YOU agree that YOU will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for Information posted by YOU) from the SITE without the prior expressed written permission of PROCURESAFE and the appropriate third-party, as applicable; (iii) interfere or attempt to interfere with the proper working of the SITE or any activities conducted on the SITE; or (iv) bypass other measures we may use to prevent or restrict access to the SITE.

YOU acknowledge, consent and agree that PROCURESAFE may access, preserve, and disclose YOUR account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these TERMS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to YOUR requests for customer SERVICE; or (e) protect the rights, property, or posted safety of PROCURESAFE, its USERS and the public.

YOU understand that this SERVICE and software embodied within the SERVICE may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by PROCURESAFE and/or other third-party content providers who provide content to the SERVICE. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on PROCURESAFE, in whole or in part, is strictly prohibited.

FEEDBACK AND RATINGS

YOU may not take any actions that may undermine the integrity of any Feedback or Rating systems that may be deployed and offered by PROCURESAFE. YOU are not permitted to and may not purposefully misrepresent feedback or ratings of another USER. YOU acknowledge that feedback consists of comment(s) left by an individual USER(s) and that PROCURESAFE takes no responsibility to monitor or review the feedback for accuracy and truthfulness. Feedback and ratings are designed to facilitate collaboration and sourcing between PROCURESAFE USERS.

SUBSCRIPTION TERM, TERMINATION, SUSPENSION

A. Term and Renewal. YOUR subscription period will be specified in YOUR SERVICE order, and YOUR subscription will automatically renew for the shorter of the agreed upon subscription period, or one year. If YOU add PRODUCTS during the Subscription Term, the fees for these additional PRODUCTS will be pro-rated and they will renew along with YOUR Subscription, unless otherwise indicated in YOUR SERVICE order. The renewal pricing set forth in YOUR SERVICE order will apply, subject to adjustment as specified in the 'FEES AND SERVICE' section above. If renewal pricing is not included in YOUR SERVICE order, then our current standard pricing available will apply. If YOU happen to be using our SERVICE under some type trial or free SERVICE, we will make that SERVICE available to YOU free of charge until earlier of (a) the date on which YOUR free SERVICE subscription is terminated or (b) the start date of YOUR paid subscription.

B. No Early Termination; No Refunds. The Subscription Term will end on the expiration date and YOU cannot cancel it before its expiration. We do not provide refunds if YOU decide to stop using YOUR PROCURESAFE subscription during YOUR agreed upon Subscription.

C. Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription SERVICES: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that YOU are acting, or have acted, in any way that has or may negatively reflect on or affect us, our prospects, and/or our customers. This Agreement may not otherwise be terminated prior to the end of the agreed upon Subscription.

D. Suspension for Prohibited Acts. We may suspend any USER's access to any or all Subscription SERVICE for: (i) use of the SERVICE in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement or (ii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of PROCURESAFE or any person or entity.

E. Suspension for Non-Payment. We will provide YOU with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend YOUR access to any or all the Subscription SERVICE(S) ten (10) days after such notice. We will not suspend YOUR Subscription while YOU are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription SERVICE is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription SERVICE.

F. Suspension for Present Harm. If YOUR website that is using the PROCURESAFE SERVICE(S): (i) is being subjected to denial of SERVICE attacks or other disruptive activity, (ii) is being used to engage in denial of SERVICE attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription SERVICE or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to YOU, suspend all or any access to the Subscription SERVICE. We will try to limit the suspension to the affected portion of the Subscription SERVICE and promptly resolve the issues causing the suspension of the Subscription SERVICE.

G. Suspension and Termination of Free SERVICES. We may suspend, limit, or terminate any Free SERVICES for any reason at any time without notice. We may terminate YOUR Subscription to Free SERVICES due to YOUR inactivity.

H. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, YOU will stop all use of the affected SERVICE(S) and PROCURESAFE Content. And if we request, YOU will provide us written confirmation that YOU have discontinued all use of the SERVICE. We may or may not provide YOU the opportunity to retrieve Customer Data after termination or expiration, depending on the reason for termination. If YOU terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the SERVICE after termination. If we terminate this Agreement for cause, YOU will promptly pay all unpaid fees due through the end of YOUR agreed upon Subscription Term. Otherwise, all Fees are non-refundable.

YOU agree that PROCURESAFE may at its sole discretion and without prior notice, immediately terminate YOUR PROCURESAFE account, and/or remove any data associated YOUR account at

any time for any reason. Cause for such termination may include, but not be limited to, (a) breaches or violations of these TERMS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by YOU (self-initiated account deletions), (d) discontinuance or material modification to the SERVICE (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) YOU have engaged in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by YOU in connection with the SERVICES, (i) PROCURESAFE is unable to verify or authenticate any information YOU provide to PROCURESAFE, or (j) PROCURESAFE decides, in its sole discretion, to discontinue offering the PRODUCTS. Termination of YOUR PROCURESAFE account includes (a) removal of access to all offerings within the SERVICE, including but not limited to PROCURESAFE Domains and messaging systems, (b) deletion of passwords and all related information, files and content associated or stored with or within YOUR account (or any part thereof), (c) restriction of YOUR I.P. Address or Domain, and (d) barring any further use of the SERVICE. Further, YOU agree that all terminations shall be made in PROCURESAFE's sole discretion and that PROCURESAFE shall not be liable to YOU or any Other Authorized USERS or third-parties for any termination of YOUR account, loss of business, loss of data or denied access to the SERVICE. All fees for SERVICE and any other monies due to PROCURESAFE shall remain due and payable and shall survive any termination of this agreement.

NO AGENCY RELATIONSHIP

YOU and PROCURESAFE are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these TERMS and YOUR agreement to use PROCURESAFE's SERVICE.

GENERAL DISCLOSURE, JURISDICTION AND LIMITATIONS OF DAMAGES AND LIABILITY

These TERMS set forth and agreed upon constitute the entire agreement between YOU and PROCURESAFE and govern YOUR use of this SERVICE, superseding any prior agreements between YOU and PROCURESAFE with respect to this SERVICE. YOU also may be subject to additional TERMS that may apply when YOU use or purchase certain other PROCURESAFE SERVICES, affiliate SERVICES, third-party content, or third-party software or SERVICES. These TERMS and the relationship between YOU and PROCURESAFE shall be governed by the laws of the state of Ohio without regard to its conflict of law provisions. YOU and PROCURESAFE agree to submit to the exclusive jurisdiction of the courts located within Franklin County, Ohio.

The failure of PROCURESAFE to exercise or enforce any right or provision of these TERMS shall not constitute a waiver of such right or provision. If any provision of these TERMS 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 these TERMS 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 this SERVICE or these TERMS must be filed within twelve (12) months after such claim or cause of action occur or to be forever barred from bringing such claim or cause of action. Alternatively, PROCURESAFE will consider use of other alternative forms of dispute resolution, such as binding arbitration to be held in Franklin County, Ohio or another location which may be mutually agreed upon by the parties.

YOU AND THE OTHER AUTHORIZED USER(S) AGREE THAT THE CONSIDERATION WHICH PROCURESAFE IS RECEIVING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY PROCURESAFE OF THE RISK OF YOUR AND THE OTHER AUTHORIZED USER(S)'S INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES. PROCURESAFE AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT PRODUCT OR SERVICE, LOSS OR

DAMAGE TO INFORMATION OR DATA ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL PROCURES SAFE BE LIABLE FOR DAMAGES RESULTING FROM USE OF THE PRODUCTS, OR RELIANCE ON THE INFORMATION PRESENTED RELATING TO THE PRODUCTS, EVEN IF PROCURES SAFE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AND THE OTHER AUTHORIZED USER(S) AGREE NOT TO ASSERT ANY SUCH CLAIM AGAINST PROCURES SAFE OR ITS SUBSIDIARIES OR AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OR EMPLOYEES.

YOU AND THE OTHER AUTHORIZED USER(S) EXPRESSLY AGREE THAT YOUR USE OF THE PRODUCTS IS AT YOUR OWN RISK. IN NO EVENT SHALL PROCURES SAFE'S TOTAL LIABILITY FROM ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER, IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT YOU PAID TO PROCURES SAFE, IF ANY, FOR THE PRODUCTS DURING THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE CLAIM AROSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE ABOVE LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. ALL DISCLAIMERS, LIMITATIONS OF WARRANTIES AND DAMAGES, AND CONFIDENTIAL COMMITMENTS SET FORTH IN THESE TERMS OR OTHERWISE EXISTING AT LAW (1) ARE OF THE ESSENCE OF THE AGREEMENT OF THE PARTIES, AND (2) SURVIVE ANY TERMINATION, EXPIRATION OR RESCISSION OF THESE TERMS.

MAINTENANCE & UPDATES

YOU understand that PROCURES SAFE may update the PRODUCTS at any time, but is under no obligation to inform YOU or the Other Authorized USER(s) of or furnish to YOU or the Other Authorized USER(s) any such updates. These Terms do not grant YOU or the Other Authorized USER(s) any right, license or interest in or to any support, maintenance, improvements, modifications, enhancements or updates to the PRODUCTS or supporting documentation. To the extent that PROCURES SAFE supplies any updates to YOU or the Other Authorized USER(s), such updates will be deemed to be subject to the terms of these Terms unless PROCURES SAFE indicates otherwise. PROCURES SAFE reserves the right to charge fees for any future versions of, or updates to, the PRODUCTS.

EXPORT LAW ASSURANCES

The PRODUCTS are subject to the United States Export Administration Regulations. No Software or SERVICE may be downloaded, used or exported (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or any other country to which the United States has embargoed goods; or (ii) any person or entity on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List, or otherwise designated as prohibited from receiving U.S. exports. By subscribing to the SERVICE or using any of the Software, YOU and the Other Authorized USER(s) represent and warrant that YOU and it are not controlled by any such person or entity and are not controlled by a national or resident of any such country.

MISCELLANEOUS

These TERMS represent the complete agreement concerning the subject matter of the TERMS hereunder and, except as set forth herein, may be amended from time to time. YOU and the Other Authorized USER(s) understand and agree that YOU and the Other Authorized USER(s) are solely responsible for periodically reviewing these online TERMS.

PROCURES SAFE shall have the right to publish the identification of YOU and the Other Authorized USER(s) as USERS of the SERVICE. YOU and the Other Authorized USER(s) agree that PROCURES SAFE may use any logo and/or name associated with YOU or the Other Authorized

USER(s) on PROCURESAFE's WEBSITE and other marketing materials to identify YOU and the Other Authorized USER(s) as PROCURESAFE's customers.

Notices by PROCURESAFE to YOU or the Other Authorized USER(s) may be sent to the email address YOU provide on the Registration Form or otherwise by any means that PROCURESAFE determines in its sole discretion as likely to come to YOUR attention. All notices by YOU or the Other Authorized USER(s) sent to PROCURESAFE relating to these Terms shall be in writing and sent by first class mail or certified mail (receipt being deemed 72 hours after postage and return receipt requested) or personally delivered at the address of PROCURESAFE as follows: PROCURESAFE, Inc., 1275 Kinnear Road, Columbus, Ohio 43212 Attn: Legal Notice

YOU and the Other Authorized USER(s) agree not to bring or participate in any class action lawsuit against PROCURESAFE or any of its employees or affiliates. YOU and the Other Authorized USER(s) agree that YOU will not bring a claim under these Terms more than twenty-four (24) months after the expiration of these Terms. The failure of PROCURESAFE to partially or fully exercise any right shall not prevent the subsequent exercise of such right. The waiver by PROCURESAFE of any breach shall not be deemed a waiver of any subsequent breach of the same or any other term of these Terms. No remedy made available to PROCURESAFE by any of the provisions of these Terms is intended to be exclusive of any other remedy, and each remedy shall be cumulative and in addition to every other remedy available at law or in equity.

YOU and the Other Authorized USER(s) acknowledge and agree that PROCURESAFE is in the business of providing cloud based and remote access solutions and that PROCURESAFE may provide SERVICES to third parties, including competitors of YOU and the Other Authorized USER(s), which are the same or similar to the SERVICES provided to YOU and the Other Authorized USER(s) hereunder.

FORCE MAJEURE

No party shall be liable for any performance failure, delay in performance, or lost data under these Terms (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by (i) failures of Software or other computer programming, (ii) natural weather events, or (iii) any other causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under these Terms, provided that in any such event, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

YOUR use of this SITE is subject to the Terms and Conditions that YOU agreed to when YOU registered as a USER. The Terms and Conditions may change from time to time and YOU should review them to ensure that YOU are aware of the provisions that govern YOUR use of this SITE.