

The Accumetrics Web Site Terms of Use

Agreement between User and Accumetrics

Welcome to **Accumetrics**' web site. **Accumetrics**' web site is comprised of various web sites and web pages operated by **Accumetrics** or its business partners ("Partners"). These include: www.verifynow.com, www.aspirintest.com as well as other web sites we may add in the future (collectively the "**Accumetrics Sites**").

With respect to your access and use of the **Accumetrics Sites**, **Accumetrics** provides its services to you, subject to the following Terms of Use ("TOU"), which may be updated by **Accumetrics** from time to time without notice to you, and which updates become effective when posted. You are responsible for regularly reviewing these terms and conditions.

In addition, when using particular **Accumetrics** web sites or services, you and **Accumetrics** shall be subject to any posted guidelines or rules applicable to such sites or services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these TOU. In the event that any of the terms, conditions, and notices contained herein conflict with such guidelines or rules, then these terms shall control.

You agree to be bound by these TOU, and indicate such agreement by **any access or use of Accumetrics Sites and services (the "Agreement")**. If you do not agree to these TOU, do not access and use the **Accumetrics Sites** and services.

- 1. Permitted Use.** Subject to these TOU, **Accumetrics** hereby grants you the right to access and use the **Accumetrics Sites** solely for the following purposes: (i) if you are accessing the **Accumetrics Sites** as an individual, then any and all use of the **Accumetrics Sites** is for your personal, non-commercial use only; or (ii) if you are accessing the **Accumetrics Sites** on behalf of a business entity, then any and all use of the **Accumetrics Sites** must be for such business entity's internal business purposes in connection with the establishment or continuation of a business relationship with **Accumetrics**. **Accumetrics** retains all rights with respect to the **Accumetrics Sites** except those expressly granted to you in this Agreement. Except as expressly permitted hereunder, you agree not to duplicate, publish, modify, or otherwise distribute the material on the **Accumetrics Sites** unless specifically authorized in writing by **Accumetrics** to do so. You agree not to frame, or assist third parties in framing, any of the web pages contained in the **Accumetrics Sites**. Such framing is strictly prohibited under this Agreement. The content and software on the **Accumetrics Sites** are the proprietary property of **Accumetrics** and/or its suppliers and Partners and are protected by U.S. and international copyright and other intellectual property laws. The **Accumetrics** and VerifyNow logo are the trademarks of **Accumetrics**. The names of actual companies and products listed on the **Accumetrics Sites** may be the trademarks of their respective owners.
- 2. Links to Third Party Sites.** The **Accumetrics Sites** may contain links or produce search results that reference links to third party web sites ("Linked Sites"). **Accumetrics** has no

control over these Linked Sites or the content within them. **Accumetrics** cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. **Accumetrics** does not endorse the content of any Linked Site, nor do we warrant that a Linked Site will not contain computer viruses or other harmful code that can impact your computer or other web access device. By using the **Accumetrics** Sites to search for or link to another site, you agree and understand that such use is entirely at your own risk, and that you may not make any claim against **Accumetrics** for any damages or losses whatsoever resulting from such use. However, if you experience a problem with a Linked Site, please let us know at support@accumetrics.com, and we will investigate the link and take appropriate action.

3. **No Unlawful or Prohibited Use.** As a condition of your use of the **Accumetrics** Sites, you warrant to **Accumetrics** that you will not use the **Accumetrics** Sites for any purpose that is unlawful or prohibited by these TOU. You agree not to use the **Accumetrics** Sites in any manner which could damage, disable, overburden, or impair the **Accumetrics** Sites or interfere with any other party's use and enjoyment of the **Accumetrics** Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the **Accumetrics** Sites.
4. **Privacy and Disclosure of Information.** We believe that your privacy and the privacy of all our users is important. Please review our Privacy Policy at www.accumetrics.com/privacypolicy. If you post any content to the **Accumetrics** Sites, by electronic mail or otherwise, we will treat it as non-confidential and non-proprietary to you. By posting any content on the **Accumetrics** Sites, you authorize us to use and allow others to use, distribute, and reproduce the content.

Accumetrics reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in **Accumetrics'** sole discretion.

5. **Ownership of Submitted Content.** You agree that any and all information and content that you provide to the **Accumetrics** Sites becomes the exclusive property of **Accumetrics**, and you irrevocably assign all rights of ownership, including, without limitation, intellectual property rights, to **Accumetrics** upon submission of the information and content. You represent and warrant that you are the owner of such information and content and are authorized to make such assignment of rights.
6. **Warranty Disclaimer.** **Accumetrics** does not promise that the **Accumetrics** Sites will be error-free, uninterrupted, nor that the **Accumetrics** Sites will provide specific results from your use of any content, search or link on them. The **Accumetrics** Sites and all content contained within them are delivered on an "AS IS" and "AS AVAILABLE" basis. **Accumetrics** does not warrant or represent that files you download from the **Accumetrics** Sites will be free of viruses or other harmful features. **Accumetrics** DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY

IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

- 7. Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT OR NEGLIGENCE, WILL ACCUMETRICS, OR ITS AFFILIATES AND PARTNERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE ACCUMETRICS SITES. IN NO EVENT SHALL ACCUMETRICS' AGGREGATE LIABILITY, OR THE AGGREGATE LIABILITY OF ACCUMETRICS' AFFILIATES AND PARTNERS, TO YOU FOR ANY LOSS, DAMAGE OR CLAIM RELATED TO OR ARISING OUT OF THE ACCUMETRICS SITES EXCEED THE GREATER OF THE FOLLOWING: (A) TOTAL AMOUNTS PAID BY YOU TO ACCUMETRICS FOR ACCESSING THIS SITE; OR (B) TEN U.S. DOLLARS (\$10.00).
- 8. Additional Representations and Warranties.** You represent, warrant, and covenant that (a) you have the power and authority to enter into this Agreement; (b) you are at least eighteen (18) years of age; and, (c) you will only use the Accumetrics Sites in accordance with these TOU.
- 9. Indemnity.** You agree to indemnify and hold Accumetrics and its Partners, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorney's fees, arising from or related to your breach of this Agreement, or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
- 10. Designated Agent for Alleged Copyright Infringement.** Accumetrics respects the intellectual property of others, and we ask you to do the same. If you believe some content on the Accumetrics Sites has been copied in such a way to constitute copyright infringement, please contact our Designated Agent below:

Gregory Tibbitts, Chief Financial Officer, Accumetrics
Tel: (800) 643-1640 Email: gtibbitts@accumetrics.com
- 11. Use of accumetrics.com Community Services.** If you participate in any chat rooms, bulletin boards, or other forum (collectively "Community Services") within the site, you agree that any information, including without limitation discussion posts, chat posts, IM posts, web links, advertisements, articles, white papers, and reviews, posted by you:

 - (a) shall not be false, inaccurate or misleading;
 - (b) shall not be fraudulent;

(c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

(d) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);

(e) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;

(f) shall not be obscene or contain child or other pornography;

(g) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

(h) shall not create liability for accumetrics.com, or cause us to lose (in whole or in part) the services of our ISPs or other suppliers and Partners; and

(i) shall not link directly or indirectly to links you do not have a right to link to or include.

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Accumetrics reserves all rights relating to the company's Twitter accounts including, but not limited to, all rights to add, remove or modify any of its content or material posted on the accounts, discontinue the accounts, and respond to any questions or comments addressed to the accounts, although Accumetrics cannot commit to monitoring or responding to @ mentions/replies.

The Accumetrics logo and images on any of its Twitter pages are the property of Accumetrics.

Accumetrics.com has no obligation to monitor the Community Services. However, Accumetrics.com reserves the right to review materials posted to a Community Service and to remove any materials in its sole discretion. Accumetrics.com reserves the right to terminate your access to any or all of the Community Services at any time without notice for any reason whatsoever. Accumetrics.com does not control or endorse the content, messages, or information found in any Community Service, and, therefore, Accumetrics.com expressly disclaims any liability with regard to the Community Services and any action resulting from your participation in the Community Services. All such participation is solely at your own risk.

- 12. General.** This Agreement shall be governed in all respects by the laws of the State of California, USA without giving effect to its conflict of laws provisions, or any other provisions that would result in the application of a different body of law. Both parties submit to personal jurisdiction by and venue in the state and federal courts in the State of California, County of San Diego, USA, and further agree that any cause of action arising under this Agreement shall be brought in such venue. Notwithstanding the foregoing, Accumetrics may, at any time, seek injunctive or other equitable relief, wherever it deems appropriate, to protect or enforce its rights under this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Accumetrics' failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement and the terms and conditions contained herein sets forth the entire understanding and agreement between us with respect to the subject matter hereof, and supersedes any prior or contemporaneous understanding whether in written or oral form.