

# Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY.

By accessing or otherwise using this site, you agree to be bound contractually by these Terms of Use.

## TERMS OF USE

Effective Date: June 1, 2010

To review material modifications and their effective dates scroll to the bottom of the page.

- 1. Parties.** The parties to these Terms of Use are you, and the owner of this UPEXchange.com website business, Eagle Technology Management, Inc. ("EagleTM"). All references to "we", "us", "our", this "website" or this "site" shall be construed to mean this website business and EagleTM.
- 2. Modification.** We reserve the right to modify these Terms of Use at any time, and without prior notice, by posting an amended Terms of Use that is always accessible through the Terms of Use link on this site's home page. You should scroll to the bottom of this page periodically to review material modifications and their effective dates. **YOUR CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF A MODIFICATION NOTICE OR NEW TERMS OF USE ON THIS SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION OR NEW TERMS OF USE.**
- 3. Use And Restrictions.** Subject to these Terms of Use and our Privacy Policy, you may use the public areas of this site, but only for your own internal purposes. You agree not to access (or attempt to access) this site by any means other than through the interface we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this site through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on this site. You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the site, its services or content; (ii) modify or make derivative works based on the site, its services or content; or (iii) "frame" or "mirror" the site, its services or content on any other server or Internet-enabled device. All rights not expressly granted in this Agreement are reserved by us and our licensors.
- 4. Monitoring.** We reserve the right, but not the obligation, to monitor your access and use of this site without notification to you. We may record or log your use in a manner as set out in our Privacy Policy that is accessible through the Privacy Policy link on this site's home page.
- 5. Separate Agreements.** You may acquire products, services and/or content from this site. We reserve the right to require that you agree to separate agreements as a condition of your use and/or purchase of such products, services and/or content.
- 6. Ownership.** The material provided on this site is protected by law, including, but not limited to, United States copyright law and international treaties. The copyright in the content of this site is owned by us or others. Except for the limited rights granted above, all other rights are reserved.
- 7. Warranty Disclaimers.** EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES, CONTENT, AND/OR PRODUCTS ON THIS SITE ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PRODUCTS, SERVICES, AND/OR CONTENT. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES OR SEPARATE AGREEMENT ORIGINATING FROM THIS SITE, THIS SITE AND ITS LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIS SITE OR PRODUCTS, SERVICES



AND/OR CONTENT ACQUIRED FROM THIS SITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS SITE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS SITE IS NOT ENGAGED IN THE PRACTICE OF LAW. NO ATTORNEY-CLIENT RELATIONSHIP IS CREATED BY OR THROUGH THE USE OF THIS SITE. ALL MATERIALS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. NO PURCHASE OR USE OF THE ITEMS OFFERED BY THIS SITE IS AUTHORIZED HEREUNDER EXCEPT UNDER THESE DISCLAIMERS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. **Limitation of Liability.** IN NO EVENT SHALL THIS SITE AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THIS SITE OR OUR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Links to This Site.** We grant to you a limited, revocable, and nonexclusive right to create a hyperlink to this site provided that the link does not portray us or our products or services in a false, misleading, derogatory, or offensive matter. You may not use any logo, trademark, or tradename that may be displayed on this site or other proprietary graphic image in the link without our prior written consent.

10. **Links to Third Party Websites.** We do not review or control third party websites that link to or from this site, and we are not responsible for their content, and do not represent that their content is accurate or appropriate. Your use of any third party site is on your own initiative and at your own risk, and may be subject to the other sites' terms of use and privacy policy.

11. **Jurisdiction And Venue.** The courts of Linn County in the State of Iowa, USA and the nearest U. S. District Court shall be the exclusive jurisdiction and venue for all legal proceedings arising under these Terms of Use.

12. **Controlling Law.** This Agreement shall be construed under the laws of the State of Iowa, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

13. **Intended For Use Only Within The United States.** This site is intended for use only from within the United States. We do not represent that this site is appropriate for use elsewhere. Access to this site from locations where its contents are illegal is not authorized.

14. **Onward Transfer of Personal Information Outside Your Country of Residence.** Any personal information which we may collect on this site will be stored and processed in our servers located only in the United States. If you reside outside the United States, you consent to the transfer of personal



information outside your country of residence to the United States.

15. Force Majeure. We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

16. Privacy. Please review this site's Privacy Policy which also governs your visit to this site. Our Privacy Policy is always accessible on our site's home page.

Material Modifications Since June 1, 2010: none.

