

Terms of Use

Binding Agreement

These terms of use (“**Terms of Use**”) are a legal agreement between TesMan Inc. (“**TesMan**”) and you, whereby, in consideration of your access to and use of the [**Product**] (the “**Product**”) provided by TesMan, you agree as follows:

BY SELECTING “I AGREE”, OR BY USING THE PRODUCT IN ANY MANNER YOU ARE CONFIRMING YOU HAVE READ AND ARE INDICATING YOUR ACCEPTANCE OF, AND YOU AGREE TO BE BOUND BY THESE TERMS OF USE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT, COLLECTIVELY “**YOU**”) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS OF USE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS OF USE, DO NOT USE THE PRODUCT.

Disclaimers

THE PRODUCT IS PROVIDED TO YOU “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITH ALL FAULTS AND TESMAN MAKES NO, AND DISCLAIMS ANY AND ALL, WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND INCLUDING WITHOUT LIMITATION WITH RESPECT TO QUALITY, ACCURACY, USEFULNESS, SUITABILITY, SECURITY, COMPATIBILITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, CURRENCY, OR TIMELINESS OF THE PRODUCT, WHETHER EXPRESS, IMPLIED OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR THAT THE PRODUCT IS OR WILL BE SECURE, COMPLETE OR FREE OF ERRORS, VIRUSES, BUGS, PROBLEMS OR OTHER LIMITATIONS OR WILL OPERATE WITHOUT INTERRUPTION. SHOULD THE PRODUCT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, REPLACEMENT OR CORRECTION.

Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PRODUCT IS ENTIRELY AT YOUR OWN RISK AND THAT THE ENTIRE RISK AS TO QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. YOU ACKNOWLEDGE THAT INFORMATION RESPECTING THE PRODUCT IS PROVIDED OVER THE INTERNET AND THAT THE INTERNET IS NOT A SECURE MEDIUM AND PRIVACY AND CONFIDENTIALITY CANNOT BE GUARANTEED.

TESMAN AND ITS AFFILIATES AND LICENSORS ARE NOT LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION FOR CLAIMS BASED ON STATUTE, WARRANTY, CONTRACT, TORT, LAW, EQUITY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE OR WILFUL MISCONDUCT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT TESMAN IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, INCLUDING, WITHOUT LIMITATION ANY: (I) DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE; (II) LOST PROFITS OR SAVINGS; (III) BUSINESS INTERRUPTION; (IV) LOSS OF PROGRAMS OR DATA; (V) LOST REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS; (VI) LOSS OF USE; (VII) PERSONAL INJURY OR DEATH; (VIII) FINES, FEES, PENALTIES; (IX) ANY INCOMPLETENESS, ERRORS, SECURITY, VIRUSES, BUGS, PROBLEMS, OMISSIONS, INACCURACIES OR OTHER LIMITATIONS OF THE PRODUCT; (X) ANY OTHER LOSSES OR DAMAGES WHETHER OR NOT TESMAN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM YOUR USE OF, OR THE INABILITY TO MAKE USE OF, THE PRODUCT; AND (XI) ANY DAMAGES, LOSSES OR LIABILITY A THIRD PARTY MAY SUFFER AS A RESULT OF YOUR USE OF THE PRODUCT. THE FOREGOING

LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

You hereby agree to indemnify TesMan and its licensors, subsidiaries, affiliates, and related companies, and each of their respective officers, directors, employees, shareholders, agents, representatives, business partners, information providers and licensors and their respective successors and assigns (together the "**TesMan Entities**") harmless from and against all losses, expenses, damages, liabilities, expenses and costs, including legal fees, suffered by any of the TesMan Entities, directly or indirectly, resulting from your use of the Product.