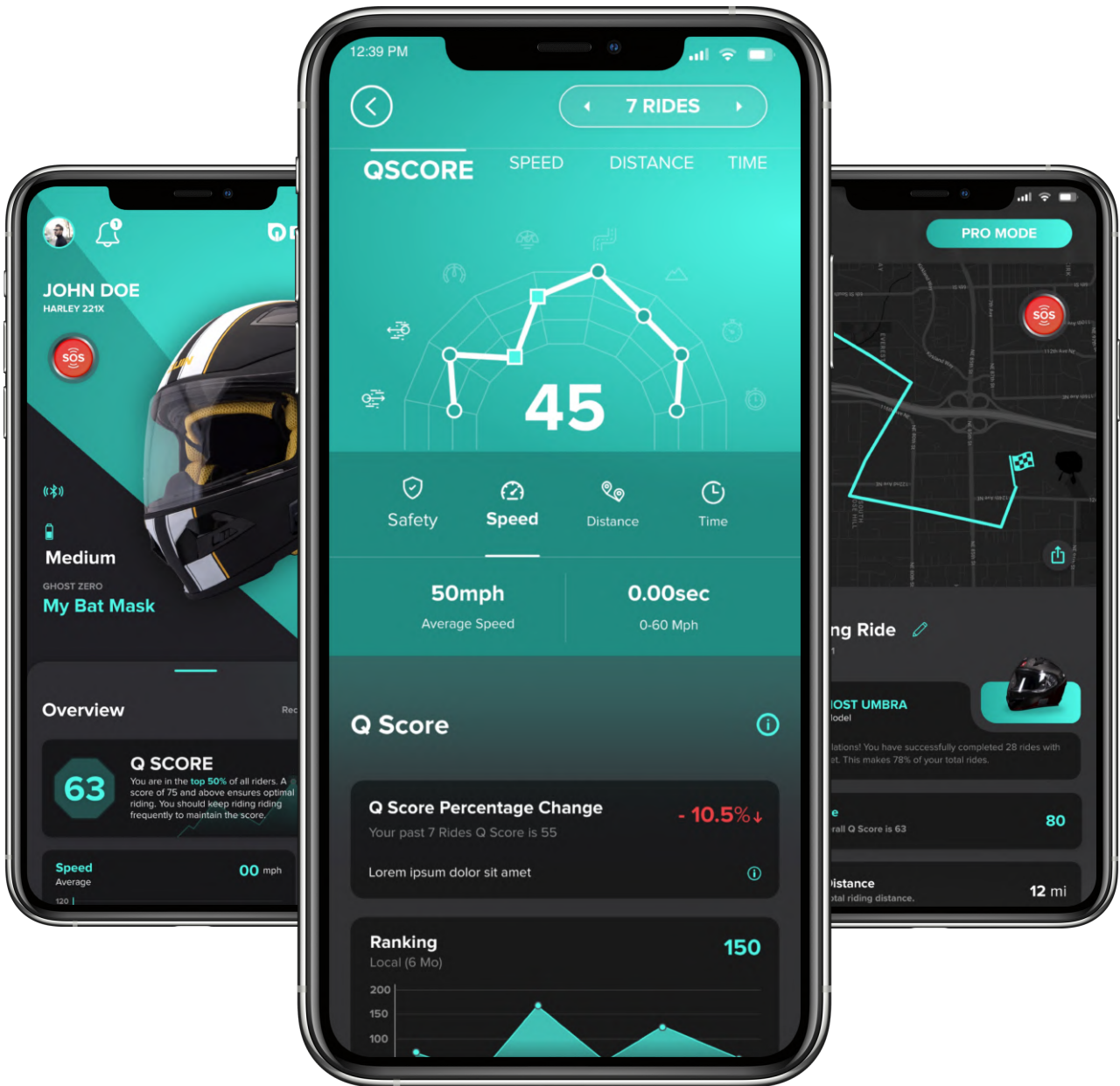




# TERMS OF SERVICE



We, the good folks at Quintessential Design Inc. (“Quin”, “Us”, “We” or “Our”), own, operate and develop a mobile app called The Quin App which we’d love for you to use. Our services are designed to give you as much control and ownership as possible and encourage you to express yourself freely.

The following terms and conditions ("Terms of Service" or “Terms”) govern your use of The Quin App and all products, services, features and content offered by The Quin App (collectively, the "Services").

## ACCEPTANCE

Please read these Terms carefully before accessing or registering for the Services. By accessing the Services you signify that you have read, accept without modification, and agree to be bound by these Terms of Service, Our privacy policy, found at <https://quin.design/privacy> (the “Privacy Policy”) and all other operating rules, policies and procedures that may be published from time to time, each of which is incorporated herein by reference. To the extent that you access <https://www.quintessential.design/> (the “Site”) (which Site is owned, operated and developed by us for any reason other than to access the Privacy Policy, you signify that you have read, accept without modification, and agree to be bound by the terms of services found at <https://quin.design/terms>. If you do not agree to all the terms and conditions of these Terms of Service, you may not access or use any of the Services.

## SERVICES

The Services include any of our software or applications, in whatever form, medium or manner provided or subsequently installed or used including updates, new releases and versions, including, for greater certainty, the QProtect<sup>™</sup> Services (as defined herein).

We reserve the right, at our sole discretion, to modify or replace any part of these Terms. It is your responsibility to check these Terms periodically for changes. Your continued use of or access to the Services following the posting of any changes to these Terms constitutes acceptance of those changes. We may also, in the future, offer new services and/or features (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of these Terms.

## THIRD PARTIES

The Services may contain links to third party websites, services or resources that are not owned or controlled by Us. The inclusion of any such link does not imply endorsement by Us or any association with Our operators. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, We will not and cannot censor or edit the content of any third-party site.

The Services may allow you to purchase products and services that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. When you purchase products or services on or through the Services, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. You release Us and our affiliates from any damages that you incur, and agree not to assert any claims against Us or our affiliates, arising from your purchase or use of any products or services made available by third parties through the Services.

The Privacy Policy and these Terms of Service may differ from those practiced by such other third party websites. By using the Services, you expressly relieve Us from any and all liability arising from your use of any third party website. Accordingly, we encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each other website that you visit.

## THE Q-PROTECT SYSTEM

QProtect provides push, SMS and e-mail notifications (“Alert Notification”) to your chosen contacts (the “QProtect Services”).

Your order and use of the Quin Design Helmet, the Quin App and the QProtect system will represent an offer to us to purchase a license for the QProtect Services which will be accepted by us when We make the QProtect Services available to you.

The grant of the QProtect Services license is subject to your agreement and continuing compliance with these Terms of Service and any other relevant Quin App policies, and such license is a limited, non-exclusive, non-transferable, and revocable license to access and use the QProtect Services using a Quin App supported mobile device solely for your own non-commercial purposes. You agree not to use the QProtect Services for any other purpose. You may not decompile, reverse engineer, or disassemble the QProtect Services. You may not modify, rent, lease, loan, sublicense, distribute, transmit, share (over a network or otherwise) or

create derivative works based upon the QProtect Services. This license does not authorize you to use the QProtect Services in any manner other than that set forth herein.

The performance of the QProtect Services and the Alert Notification is subject to the Services Limitations and it is possible that at some times and some locations, your transmission may not be delivered or that your transmission will be delayed. It is your sole responsibility to set and inform your contacts of what to do when an emergency transmission is received. In no event do the Terms create a duty to rescue.

## **GRANT OF LIMITED LICENSE TO USE THE SERVICES**

Subject to these Terms of Service and your agreement and continuing compliance with these Terms and any other relevant policies, We grant you a non-exclusive, non-transferable, revocable limited license (the "Limited License") subject to access and use the Services, other than the QProtect Services, using a supported web browser or mobile device solely for your own non-commercial purposes. You agree not to use the Services for any other purpose. You may not decompile, reverse engineer, or disassemble the Services. You may not modify, rent, lease, loan, sublicense, distribute, transmit, share (over a network or otherwise) or create derivative works based upon the Services. The Limited License does not authorize you to use the Services in any manner other than that set forth herein.

## **ACCESSING THE SERVICES**

You represent, and by registering for and/or using or visiting/browsing the Services, you warrant that if you are an individual, you are of legal age to form a binding contract. We may, in our sole discretion, refuse to offer the Services to any person or entity and change Our eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Services is revoked in such jurisdictions. Notwithstanding the foregoing restriction, if you are the parent or legal guardian of a child to whom you nonetheless make available the Services, you assume sole and complete responsibility for the obligations hereunder and for ensuring full compliance with these Terms.

To use certain features of the Services, you will need an account on the Services (an "Account") and a username and password, which you will receive through the Services registration process. When creating your Account, you will provide to us

through the Services registration process is subject to the Privacy Policy. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Us. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify Us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

You hereby agree and understand that it is solely your responsibility to: (i) properly access and install the Services from an authorized site; (ii) employ a mobile device that is in good working order, including, without limitation, having sufficient battery life and file storage space necessary for the proper operation of the Services; (iii) obtain the necessary services for the proper operation of the Services from an approved mobile carrier; (iv) maintain an account in good standing with an approved mobile carrier, including, without limitation, paying for any charges related to the use of your mobile device even if those charges arise as a result of using the Services; (v) pay for all charges arising from the use of the Services, including, without limitation, any charges related to initiating a false or unjustified Alert Notification through the Services; (vi) pay for any charges imposed by a local authority related to emergency response personnel responding to an Alert Notification initiated under your account, regardless of whether that Alert Notification was a false alarm or based on a real crisis; (vii) properly download and install any updates to or new versions of the Services that are applicable to your mobile device; and (viii) properly download and install the mobile device's operating system that is required for the proper operation of the Services.

We have no responsibility for providing you with connectivity to the internet, wireless access, or any other telecommunications services necessary for you to receive or interact with the Services. You assume sole responsibility for enabling and keeping active the location tracking features (e.g. GPS, etc.) of your mobile device when you are using the Services, and in no event shall We be responsible for any damages resulting from your failure to do so. You assume sole liability for any damages arising from your modifications or attempts to modify the software.

## **SERVICES LIMITATIONS**

The Services utilize global positioning services and interconnecting wireline or wireless networks (the "Wireless Networks"). We do not own or control the Wireless Networks and We are not responsible for any service interruptions, delays or

interference (collectively, “ Service Limitations”) that are associated with those Wireless Networks. You understand and agree that the Services may be limited or temporarily unavailable without notice from time to time as a result of such Service Limitations without fault or liability on Our behalf.

Information provided in any advertisement, marketing material, or on the Site may describe features or benefits that may be available only to a limited audience and are not available to you because of the limitations imposed by your mobile services provider, particular mobile device, or subscription. It is solely your responsibility to determine the features of the Services that are available to you through your own investigation or by contacting Us at [hello@quintessential.design](mailto:hello@quintessential.design).

## ACCEPTABLE USE

You may not use the Services in a manner which would violate any law or which facilitate or encourage anyone else to violate any law or to violate the intellectual property rights or any other rights of others.

You agree not to engage in unacceptable use of the Services, including but not limited to the following activities:

- attempting to mislead any person as to your identity or the origin of any communication transmitted through the Services;
- intentionally transmitting a false or unjustified Alert Notification through the Services;
- disseminating or transmitting any messages that do not pertain to the intended use of the Services or that contain anything that is obscene, defamatory, harassing, offensive, or malicious;
- disseminating or transmitting files, graphics, software, or other material that actually or potentially infringes the intellectual property right of any person or entity;
- exporting, re-exporting, or otherwise transmitting data, information, or software in violation of any applicable export or import law, regulation, or restriction;
- interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts making use of the Services;
- attempting to copy, modify, or reverse engineer the Services;
- using the Services without first agreeing to these Terms, as they may be amended from time to time;
- using or attempting to use the Services with any communication or other network other than an approved carrier;
- using the Services in a manner that exploits or violates the personal privacy of another individual;

- taking any action that imposes or may impose (as determined by Us in our sole discretion) an unreasonable or disproportionately large load on Our (or our third party providers') infrastructure;
- interfering or attempting to interfere with the proper working of the Services or any activities conducted on the Services;
- bypassing any of Our measures which We may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services);
- running any form of auto-responder or "spam" on the Services; and
- engaging in any other activity deemed by Us to be in conflict with the spirit or intent of these Terms or the intended use of the Services.

## **FALSE Q-PROTECT™ NOTIFICATIONS**

If you use the software as a means of notifying emergency response personnel and/or personal emergency contacts to provide you with on location assistance based on information transmitted through the Services, emergency response personnel and/or personal emergency contacts will not be able to respond unless they can confirm: (a) your location within reasonable accuracy, and (j) that an emergency actually exists. We cannot guarantee that emergency response personnel will respond in a timely manner or at all, or that the most appropriate personnel will respond. Additionally, emergency response personnel may not respond because of local laws, regulations or policies.

You are solely responsible for any charges that may be assessed by emergency responders for false Alert Notifications and any resulting search and rescue activities. Should you deliberately or negligently misuse the QProtect Services, Quin Design reserves the right to assess a fee in order to recoup any costs incurred as a result of such misuse. Negligent and deliberate misuse includes, but is not limited to, deliberately activating the Alert Notifications when no emergency situation exists. Quin Design shall have such other rights and remedies against you for such misuse as may be available at law, and you agree to indemnify, defend and hold harmless Quin Design and its affiliates, licensors, licensees, and suppliers and their respective directors, officers, shareholders, members, employees, representatives, and agents from any liabilities or penalties arising from such misuse.

## CONTENT

For purposes of these Terms of Service, the term "Content" includes, without limitation, any location information, comments, information, data, text, photographs, software, scripts, graphics and interactive features generated, provided, or which you may otherwise view on, access through, or contribute to the Services. Content added, created, uploaded, submitted, distributed, posted or otherwise obtained through the Services by users, including Content that is added to the Services in connection with users linking their accounts to third party websites and services, and any message, communication, information or data including photos, location information, emergency alerts or responses is collectively referred to as, "User Submissions".

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and We cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will We be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere

## USER SUBMISSIONS

Quin Design may use Your User Submissions in connection with the Site, Services and Our business as Quin Design may determine in its sole discretion, including but not limited to, publicly displaying it, reformatting it, incorporating it into marketing materials, advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing other users to do the same in connection with their own websites, media platforms, and applications ("Third Party Media").

Quin Design may collect, use, and share precise location data, including the real-time geographic location of your mobile device as necessary In the provision of the

Services and the Site. Any additional use of this location data will be collected and stored anonymously in a form that does not personally identify you and is used by Quin Design and its subsidiaries, affiliates, partners and licensees to provide and improve the location-based products and services

By submitting User Submissions through the Services, you hereby do and shall grant Quin Design a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, copy, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with the Site, the Services and Quin Design and its successors and assigns' business, including without limitation for promoting and redistributing part or all of the Site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites, applications and feeds). You also hereby do and shall grant each user of the Site and/or the Services, including Third Party Media, a non-exclusive license to access your User Submissions through the Site and the Services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions in connection with their use of the Site, Services and Third Party Media. For clarity, the foregoing license grant to Quin Design does not affect your other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in your User Submission(s), unless otherwise agreed in writing with Quin Design.

You represent and warrant that you have all rights to grant such license to Quin Design without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

Quin Design reserves the right to decide whether User Submissions violate these Terms for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. Quin Design may at any time, without prior notice and in Quin Design's sole discretion, remove such User Submissions and/or terminate a user's account for submitting such material in violation of these Terms.

We welcome any ideas, suggestions or feedback (collectively, "Suggestions") related to Our Services. If you submit Suggestions within the Services you understand and agree that We (1) have no obligation to keep your Suggestions confidential; (2) have no obligation to return your Suggestions or respond in any way; and (3) may use your Suggestions for any purpose in any way without notice or compensation to you.

## OWNERSHIP

The Services are copyrighted works owned by Us. We reserve all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Services.

The Content is protected by copyrights which are owned and controlled by Us or by other parties that have licensed such Content to Us. Content may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Modification of the Content or use of the materials for any purpose other than provided herein is a violation of the copyrights and other proprietary rights held by the respective providers thereof.

## UPDATES

You understand that We may require that you accept updates or upgrades to the Our software that you have installed on your computer or mobile device. You hereby agree that We have the right, but not the obligation, to make such updates or upgrades available to you from time-to-time. You acknowledge and agree that We may update the software with or without notifying you. Such updates or upgrades shall be subject to the terms and conditions of these Terms unless the Services are expressly provided to you under other, or additional terms and conditions, in which case, those other, or additional terms and conditions (which may include the payment of additional fees), shall apply. Non-current versions of the Services are not supported, and use of any non-current version of the Services is at your own risk.

## DISCLAIMER OF WARRANTY

YOU ASSUME SOLE RESPONSIBILITY FOR THE SAFE USE OF THE SERVICES, YOUR SAFETY AND FOR THE SAFETY OF ANYONE YOU CONTACT USING THE SERVICES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND DOCUMENTATION ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE FURTHER DISCLAIM ALL WARRANTIES; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU.

WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN THE SERVICES PERFORMED OR PROVIDED BY THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO INFORMATION OR ADVICE (WHETHER ORAL, WRITTEN, VISUAL OR OTHERWISE) GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY. THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT ("UCITA") AS ENACTED IN ANY STATE SHALL NOT APPLY TO THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW UCITA IS HEREBY EXCLUDED IN ITS ENTIRETY FROM APPLICATION TO THIS AGREEMENT.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT CONSTITUTE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS, THE FEES AND OTHER TERMS IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS SET OUT ABOVE, IN NO EVENT SHALL ANY DIRECTOR, EMPLOYEE, AGENT, DISTRIBUTOR, SUPPLIER, OR INDEPENDENT CONTRACTOR OF US OR ANY AFFILIATES OF OURS OR ANY DIRECTOR, EMPLOYEE, AGENT, DISTRIBUTOR, SUPPLIER, OR INDEPENDENT CONTRACTOR OF SUCH AFFILIATES HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES.

## LIMITATION OF REMEDY

ANY CLAIM ARISING FROM OR RELATED TO THIS LICENSE, THE SOFTWARE OR THE SERVICES MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE WHEN THE CLAIM FIRST COULD BE FILED OR SUCH CLAIM IS PERMANENTLY BARRED.

## INDEMNIFICATION

To the extent permitted by applicable law, you agree to defend, indemnify and hold Us harmless, Our affiliates, officers, directors, employees and agents and officers, directors, employees and agents of Our affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use or misuse of and access to the Services or Content; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right (save to the extent that a court of competent jurisdiction holds that such claim arose due to an act or omission of Ours); or (iv) any claim that your User Submission(s) caused damage to a third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Us in asserting any available defenses. This defense and indemnification obligation will survive these Terms and your use of the Services.

## INJUNCTIVE RELIEF

You acknowledge that a violation of these Terms may cause irreparable harm to Us, and you agree that, in addition to any other remedies provided by law, We shall be entitled to seek injunctive relief against you for any such violation without having to post a bond.

## TERMINATION

Your rights under these Terms of Service shall terminate automatically if you fail to comply with any of the terms and conditions of these Terms. No notice shall be required from Us to effectuate such termination. In addition, We may terminate these Terms of Service and/or immediately cease to provide the Services without

any liability whatsoever by providing you with notice of at least thirty (30) days. We shall not have any liability to you arising from or related to the termination of these Terms of Service in accordance with the terms hereof. Upon termination for any reason, you must cease to use and must destroy all copies of the Services.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **NOTICE**

Except as otherwise provided in these Terms, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person, by courier or deposited in the mail, postage prepaid, registered mail, return receipt requested, and addressed (i) to you at the billing address supplied to Us; and (ii) to Us at Quintessential design LLC , 13310 34th Ave N. Plymouth, Minnesota 55441, USA. In addition to the foregoing, We may, at our option, give you any notice under these Terms electronically. Electronic notice to you shall be deemed to have been duly given when transmitted to an address furnished by you to Us.

## **GENERAL**

You agree that these Terms shall be governed by the laws of the United States of America applicable therein, without respect to its conflict of laws principles. You agree, in the event of any claim or dispute between you and Us that arises in whole or in part from the Services or these Terms, to attorn to the non-exclusive jurisdiction of the courts of Texas, USA. These Terms, together with the Privacy Policy and any other legal notices published by Us shall constitute the entire agreement between you and Us with respect to the Services and Content. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

## MISCELLANEOUS

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond Our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with Our prior written consent. We may assign, transfer or delegate any of Our rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.

Dated: June 1, 2022

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