



## Terms Of Use Agreement

This Terms of Use Agreement (the "Terms of Use") is between the party using the ApprovalGUARD™ website ("you") and iQual Corporation, ("we" or "us") with a principal place of business at 9445 Fairway View Place – Suite 210 Rancho Cucamonga, CA 91730. You should carefully read the Terms of Use before using this website. By using this website you agree to be bound by the terms and conditions of use set forth in the Terms of Use. This is a legally binding agreement. If you do not agree with the Terms of Use, you should not use this website and must immediately leave this website.

1. We agree to provide you access to this website in accordance with the Terms of Use.
2. You agree to use this website in a manner consistent with the Terms of Use and all applicable rules and regulations. You acknowledge that you have read the Terms of Use and that you accept the terms thereof. You agree to read these Terms of Use carefully before using this website. If you do not agree to the Terms of Use, you may not access or otherwise use this website.
3. You accept that this website is provided on an "as is, as available" basis.
4. The materials included in this website and the ApprovalGUARD™ products and services are for general information purposes only and do not constitute legal advice. They are not intended to be a substitute for obtaining legal advice from legal counsel. ALL ARTICLES AND MATERIAL DISPLAYED BY US ON THE SITE ARE FOR INFORMATION ONLY, ARE NO SUBSTITUTE FOR SPECIFIC ADVICE, AND ARE IN NO MANNER TO BE CONSIDERED LEGAL ADVICE OR OTHER LICENSED PROFESSIONAL ADVICE OR A SUBSTITUTE THEREFOR. FOR SPECIFIC LEGAL ADVICE REGARDING YOUR PARTICULAR CIRCUMSTANCES, YOU MUST RETAIN LEGAL COUNSEL. We do not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through this website. You acknowledge that any reliance upon any such materials, opinion, advice, statement, memorandum, or information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of this website.
5. You agree that if you fail to use this website in accordance with the Terms of Use, or in our sole discretion, we may terminate your access to and use of this website.
6. WE MAY, SUBJECT TO AND IN ACCORDANCE WITH OUR PRIVACY POLICY FOR MARKETING AND OTHER PURPOSES, COLLECT, PROCESS AND TRANSMIT CERTAIN DATA OBTAINED FROM AND ABOUT YOU IN THE COURSE OF YOUR ACCESSING THE SITE. BY AGREEING TO THESE TERMS, YOU AGREE TO SUCH DATA BEING SO USED AND FURTHER AGREE THAT IT MAY BE TRANSMITTED TO OTHERS, WHETHER OR NOT WITHIN THE UNITED STATES IN ACCORDANCE WITH OUR PRIVACY POLICY AND UNDER APPLICABLE PRIVACY AND DATA PROTECTION LEGISLATION. Information on how and what type of data (if any) is held about you can be obtained by viewing our Privacy Policy located on the ApprovalGUARD™ website or by contacting us.
7. This website is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. You are authorized to download one copy of the material displayed or performed on this website ("Content") on one computer for your personal, non-commercial use, but you may not in so doing remove or amend any trademark, copyright or other proprietary notice. All materials contained on this website are protected by copyright, and are owned or controlled by us or the party credited as the provider of the Content. You will abide by any and all additional copyright notices, information, or restrictions

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8. Subject to the above, you may not modify, copy, distribute, republish or upload any of the material on this website in any way unless you obtain our prior written consent, and we reserve the right to take all necessary legal action against you for breach of the provisions of this Section 8, including without limitation the recovery of attorneys' fees and costs. No intellectual property or other rights shall be transferred to you through your use of this website. We are not able to confirm that the materials contained on these Web pages are correct in every case. We reserve the right to make changes to this website, including the availability of any feature, database, Content, Web page materials, product information and prices on this website at any time without notice or liability. We may also impose limits on certain features and services or restrict your access to all or part of this website without notice or liability.
9. To the extent that any portions of this website (such as "chat rooms" or "bulletin boards") provide users an opportunity to post and exchange information, ideas or opinions ("Postings"), BE ADVISED THAT WE DO NOT SCREEN, EDIT, OR REVIEW POSTINGS PRIOR TO THEIR APPEARANCE ON THIS WEBSITE, and Postings do not necessarily reflect our views. To the fullest extent permitted by applicable laws, we exclude all responsibility and liability for the Postings or for any losses or expenses resulting from their use and/or appearance on this website.
10. You represent, warrant and covenant that: (a) you shall not upload, post or transmit to or distribute or otherwise publish through this website any materials, which (i) restrict or inhibit any other user from using and enjoying this website, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) you are at least eighteen (18) years old.
11. We reserve the right to monitor all Postings or other materials posted on this website and to remove any which we consider in our absolute discretion to be: (a) offensive, (b) inappropriate, (c) criminal or (d) otherwise in breach of these Terms of Use. We do not and cannot review all materials posted to this website by users, and we are not responsible for any such materials posted by users. However, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms of Use.
12. You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all material they contain and that such Postings shall not infringe any proprietary or other rights of third parties. By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to this website, you hereby grant to us, subject to our privacy policy, a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against us for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.

13. You acknowledge that transmissions to and from this website are not confidential and your Communications may be read or intercepted by others. Any unprotected email communication over the Internet is subject to possible interception or loss, is not confidential and is also subject to possible alteration. We are not responsible for and will not be liable to you or any third party for damages in connection with an email sent by you to us or an email sent by us to you, or anyone you designate, at your request. Violators of this section who use our services for any illegal purpose, including but not limited to, repeated unwanted emails or "Spam," may be prosecuted to the full extent of the law." You acknowledge that by submitting Communications to us, no confidential, fiduciary, contractually implied or other relationship is created between us other than pursuant to these Terms of Use and any subsequent written agreement entered into with us.
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15. You hereby agree to indemnify, defend and hold us, and all of our officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or the foregoing representations, warranties and covenants, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our prior written consent.
16. Where we provide hypertext links from or to third party sites we do so for convenience and information purposes only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to this website, the content of those sites, the third parties named therein, or their products, resources or services. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking, and we accept no liability nor make any endorsement or approval of the same.

17. These Terms of Use contain the entire understanding between us with respect of this website and no representation, statement, inducement oral or written, not contained herein shall bind either of us. We reserve the right, in our sole discretion, to change, modify, add or remove any portion of these Terms of Use, in whole or in part, at any time. Notification of changes in these Terms of Use will be posted on this website.
18. Should any part of the Terms of Use be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the Terms of Use had been eliminated.
19. This website and any information provided from it and the Terms of Use are given and made in the state of California, United States of America. THIS TERMS OF USE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS TERMS OF USE AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN SAN BERNARDINO COUNTY IN THE STATE OF CALIFORNIA.
20. The terms and conditions of use in this Terms of Use are subject to change at any time. You should review the Terms of Use regularly for any changes.
21. Pursuant to federal law, the company providing ApprovalGUARD™ services and products to you must provide the following separate written statement for your review and for you to acknowledge receipt thereof, which, pursuant to the requirements of federal law, will also be delivered to you with any contract you enter into with such company:

## **DISCLOSURE STATEMENT**

### **Consumer Credit File Rights Under State And Federal Law**

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any credit repair company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over seven (7) years old. Bankruptcy information can be reported for ten (10) years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding sixty (60) days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next sixty (60), if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within (three) (five) days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact:

The Public Reference Branch  
Federal Trade Commission  
Washington, D.C. 20580

### **NOTICE OF CANCELLATION**

**Separate Notice of Cancellation Form:**

### **NOTICE OF CANCELLATION**

You may cancel this contract, without any penalty or obligation, at any time before midnight of the 5<sup>th</sup> day following the date the contract is signed by you. If you cancel, any payment made by you under this contract will be returned within 10 days following ApprovalGUARD's receipt of your cancellation notice.

To cancel this contract, mail or deliver a signed, dated copy of this cancellation notice, or any other written notice to:

**ApprovalGuard™**  
**Attention: Subscription Services**  
**9445 Fairway View Place – Suite 201**  
**Rancho Cucamonga, CA 91730**

Please review your credit card receipt or your **ApprovalGUARD** email confirmation to confirm this date.

**I hereby cancel this transaction effective \_\_\_\_\_ [date].**

\_\_\_\_\_  
**(Customer's printed name)**

\_\_\_\_\_  
**(Customer's signature)**

You may also send this notification by email to [service@approvalguard.com](mailto:service@approvalguard.com)

**Duplicate Copy of Separate Notice of Cancellation Form:**

**NOTICE OF CANCELLATION**

You may cancel this contract, without any penalty or obligation, at any time before midnight of the 5<sup>th</sup> day following the date the contract is signed by you. If you cancel, any payment made by you under this contract will be returned within 10 days following ApprovalGUARD's receipt of your cancellation notice.

To cancel this contract, mail or deliver a signed, dated copy of this cancellation notice, or any other written notice to:

**ApprovalGuard™**  
**Attention: Subscription Services**  
**9445 Fairway View Place – Suite 210**  
**Rancho Cucamonga, CA 91730**

Please review your credit card receipt or your **ApprovalGUARD** email confirmation to confirm this date.

**I hereby cancel this transaction effective \_\_\_\_\_ [date].**

\_\_\_\_\_  
**(Customer's printed name)**

\_\_\_\_\_  
**(Customer's signature)**

You may also send this notification by email to [service@approvalguard.com](mailto:service@approvalguard.com)