

TERMS AND CONDITIONS OF USE:

TEAM TORQUE CUSTOMER PORTAL LOGIN

Contact Team Torque Customer Service Team at 1-888-682-8675 for help or questions.

1. Introduction

1.1 These terms and conditions shall govern your use of our portal login <https://portal.teamtorque.com> and or any other access to www.teamtorque.com

1.2 By using our portal, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our portal– please log out and contact Team Torque Administration (701-223-4552).

1.3 If you register with our portal, submit any material to our portal or use any of our portal services, we will ask you to expressly agree to these terms and conditions.

2.0 Our portal uses cookies; by using our portal or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

3.0 Copyright notice

3.1 Copyright (c) 2019 Team Torque Inc©

3.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our portal and the material on our portal; and

(b) all the copyright and other intellectual property rights in our portal and the material on our portal are reserved.

4. License \ Access to use portal

4.1 You may:

(a) Access pages, view pages from our portal access in a web browser; phone web browser with proper access and log in password

(b) download all accessible content, calibration data, reports, invoice(s) and certificate(s) from our portal if you have the proper level of access – contact Customer Portal Care with questions 888-682-8675

(c) You may upload data to our portal if provided the level of access

(d) Use our portal services by means of a web browser are subject to the other provisions of these terms and conditions (see below)

4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our portal or save any such material to

your computer if it is not expressly your personal and/or company torque tools or torque devices or other calibration equipment that is saved in your portal log in.

4.3 You may only use our portal for business purposes or your own personal equipment and you must not use our portal for any other purposes.

4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our portal.

4.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our portal (including republication on another portal);
- (b) sell, rent or sub-license material from our portal;
- (c) show any material from our portal in public;
- (d) exploit material from our portal for a commercial purpose; or
- (e) redistribute material from our portal or provide others with access to our portal without company written permission

4.6 We reserve the right to restrict access to areas of our portal, or indeed our whole portal, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures or access on our portal.

5. Acceptable use

5.1 You must not:

- (a) use our portal in any way or take any action that causes, or may cause, damage to the website\portal access or impairment of the performance, availability or accessibility of the portal;
- (b) use our portal in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our portal to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our portal without our express written consent;
- (e) access or otherwise interact with our portal using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for our portal; or
- (g) use data collected from our portal for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must not use data collected from our portal to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through our portal, or in relation to our portal, is true, accurate, current, complete and non-misleading.

6. Registration and accounts

6.1 To be eligible for a portal account on our website under this Section 6, you must be at least 18 years of age.

6.2 You may register for an account on our portal by contacting Team Torque customer service at 1-888-682-8675 completing and submitting the account registration form on our portal, and/or clicking on the verification link in an email that the Team Torque customer service team will send to you.

6.3 You should not allow any other person to use your account to access the portal.

6.4 You must notify us in writing or an email immediately if you become aware of any unauthorized use of your account.

6.5 You should not use any other person's account to access the portal, unless you have that person's express permission to do so.

7. User IDs and passwords

7.1 If you register for an account with our portal, we will provide you with / you will be asked to choose a user ID and password.

7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.

7.3 You must keep your login \ password confidential.

7.4 You must notify us in writing or an email immediately if you become aware of any disclosure of your password.

7.5 You are responsible for any activity on our portal arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

8.1 We may:

(a) suspend your portal login \ account;

(b) cancel your portal account; and/or

(c) edit your account details,

at any time at our sole discretion without notice or explanation.

8.2 You may cancel your account on our portal using your account control panel on the portal.

9. Your content: Authorization of Access

9.1 In these terms and conditions, "your content" means all tools, works and materials (including without limitation text, graphics, images, material and files) that you submit to us or our portal for storage or publication on, processing by, or transmission via, our portal.

9.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, store, adapt, translate and distribute your tool content in any existing or future calibration use, store and publish your content on and in relation to this portal and any successor portal / reproduce, store and, with your specific consent, publish your tool(s) data \ content on and in relation to this portal.

9.3 You grant to us the right to sub-license the rights licensed under Section 9.2 for confidential sub-contractor access (if required or needed)

9.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.

9.5 You and\or a representative and\or your company and\or our company representative may edit your tools data\content to the extent permitted using the editing functionality made available on our portal.

10. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete or edit any or all of your tool data or content.

11. Limited warranties

11.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our portal;
- (b) that the material on the portal is up to date; or
- (c) that the portal or any service data on the portal will remain available.

11.2 We reserve the right to discontinue or alter any or all of our portal services, and to stop publishing our portal, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any portal services, or if we stop publishing the portal.

11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our portal and the use of our portal.

12. Limitations and exclusions of liability

12.1 Nothing in a contract under these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in a contract under these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under that contract or relating to the subject matter of that contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in that contract.

12.3 To the extent that our portal and the data, information and services on our portal are provided as we will not be liable for any loss or damage of any nature.

12.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

12.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

12.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are an individual entity; you agree that you will not bring any claim personally against our officers or employees or individual entity in respect of any losses you suffer in connection with the portal or these terms and conditions.

13. Breaches of these terms and conditions

13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we will communicate first but reserve the rights and may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our portal;

- (c) permanently prohibit you from accessing our portal;
- (d) block computers using your IP address from accessing our portal;
- (e) contact any or all of your internet service providers and request that they block your access to our portal;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our portal.

13.2 Where we suspend or prohibit or block your access to our portal or a part of our portal, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

14. Variation

14.1 We may revise these terms and conditions from time to time.

14.2 The revised terms and conditions shall apply to the use of our portal from the date of publication of the revised terms and conditions on the portal, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions and if you do not agree to the revised terms and conditions, you must stop using our portal.

14.3 By using the Team Torque portal (on a use basis) you are\have giving your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the portal, and you must stop using the portal.

14.4 Additional use terms available; if company\user request to purchase a single seat or multi-seat log-in access for their company portal database. Additionally, the database may be exported for a fee; based on company login numbers (seats), total tools or locations located in said database at any time. Please contact Team Torque management for more details.

15. Assignment

15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16. Severability

16.1 If a provision of a contract under these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

16.2 If any unlawful and/or unenforceable provision of a contract under these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

17. Third party rights

17.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

18. Entire agreement

18.1 Subject to Section 12.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our portal and shall supersede all previous agreements between you and us in relation to your use of our portal.

19. Law and jurisdiction

19.1 A contract under these terms and conditions shall be governed by and construed in accordance with United States law.

19.2 Any disputes relating to a contract under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of United States of America.

20.0 Notices

20.1 You should send any notices or other communications regarding <https://portal.teamtorque.com> or our web site (teamtorque.com) to Team Torque Inc, 1231 Park Ave, Bismarck, ND 58504--6769

20.2 Except as otherwise provided, we may send any notices to you to the most recent e-mail address you have provided to us or, if you have not provided an e-mail address, to any e-mail or postal address that we believe is your address. If you wish to update your registration information, please log in to your portal and visit the 'Your Portal Account' section from the main menu to access data.

21.0 Applicable Law

21.1 The laws applicable to the interpretation of these terms and conditions shall be the laws of the State of North Dakota, USA, and applicable federal law, without regard to any conflict of law provisions.