

SMART TRACK™

TERMS AND CONDITIONS OF USE

Last Updated: September 1, 2013

1. TERMS

Smart Track is an internet based business tool controlled by Smart Track that allows its users to manage, track and document the inspections of their Radiation Protection Garments (the “Intended Use”). By accessing and using the services offered through the web site located at www.SmartTrack.InfabCorp.com (the “Site”), you are agreeing to be bound by these web site Terms and Conditions of Use (“Terms of Use”), Privacy Policy all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trademark law.

Please read these Terms of Use carefully. By using any portion of the services offered within or by the Site, you signify your acceptance of these Terms of Use, as they may be amended by Smart Track from time to time in Smart Track’s sole discretion.

In these Terms of Use, “Smart Track” means Infab Corporation d/b/a Smart Track, a California corporation with its principal business address at 3651 Via Pescador, Camarillo, CA 93012.

2. LIMITED LICENSE

Smart Track grants users a limited, non-exclusive, non-assignable, non-transferable, revocable license to access and use the Site, subject to all of the terms and conditions of these Terms of Use and not for redistribution of any kind. Users are not permitted to download, reverse engineer, screen scrape or use the

content or materials (information or software) on the Site for any purpose, including without limitation, commercial, non-commercial or personal. Use of the Site is specifically by the grant of a license, not a transfer of title, and under this license users may not:

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- (iii) attempt to decompile or reverse engineer any software contained on Smart Track's web site;
- (iv) remove any copyright or other proprietary notations from the materials;
or
- (v) transfer the materials to another person or "mirror" the materials on any other server.

Additionally, you may not (i) remove any trademarks, copyright notices or any other notice contained in any content, materials or individual elements provided on or through the Site, (ii) reproduce, download (other than page caching), modify, publish, distribute, transmit, disseminate, broadcast, transfer, license, sell, rent, lease, adapt, create derivative works of, publicly display or perform, or in any way exploit any content, materials or individual elements provided on or through the Site without prior written consent from Infab Corporation, (iii) make any commercial use or any derivative use of any of the Site or any of the content, materials or individual elements provided on or through the Site, (iv) frame or utilize framing techniques to enclose any content, materials or individual elements provided on or through the Site without prior written consent from Infab Corporation, (v) use any circumvention tools or any metatags or other hidden text utilizing Smart Track's name, trademark, URL or the name of any of the Site without prior written consent from Infab Corporation, or (vi) disassemble, decompile or reverse engineer the software or any other materials made available on or through the Site.

This license shall automatically terminate if: (1) you violate any of these restrictions, or (2) Smart Track provides notice of termination at any time, in its sole discretion. Upon termination of this license, you shall cooperate with Smart Track to destroy any downloaded materials related to the Site in your possession whether in electronic or printed format.

3. PROPRIETARY RIGHTS

You acknowledge and agree that Smart Track, and its licensors, retain all right, title and interest in and to all data and information, content and materials provided on or through the Site and all associated patent rights, copyright rights, trademark rights, trade secret rights and other intellectual property and proprietary rights recognized anywhere in the world. Smart Track and the Smart Track logo are the common law and/or registered trademarks of Infab Corporation and all other proprietary trademarks, service marks, trade names, slogans, logos, and other indicia of origin that appear on or in connection with the Site and offered services are the property of Smart Track. Smart Track's intellectual property, including, without limitation its trademarks, may not be used in any manner that is likely to cause confusion among users, or in any manner that disparages Smart Track or Infab Corporation.

4. ACCOUNTS AND SECURITY

To use the Site, you will be directed to create a user account by providing certain information about yourself and/or your company. As part of Smart Track's stand-alone registration process, you will be asked to submit, among other things, your email address and to select a password. You agree that all information you provide to Smart Track for purposes of creating an account ("Registration Information") will be true, accurate, current and complete and your failure to provide such information will constitute a breach of these Terms of Use and may result in the immediate termination of your account.

You will (i) promptly update your registration information to keep it true, accurate, current and complete, (ii) maintain the confidentiality of your log-in credentials, and (iii) properly exit from your account at the end of each session. You will not (a) select or use the account or email address of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person

without authorization, (c) use an email address that is profane, offensive or otherwise inappropriate, or (d) allow any other party to use your account and/or password. You agree to notify Smart Track immediately of any known or suspected unauthorized use(s) of your account or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your user name or password or account log-in details. You understand and agree that you will be liable for all activities that occur under any account created for your use, even if such activities were not committed by you. Smart Track is not responsible for any loss or damage as a result of someone else using your account or password with or without your knowledge.

5. PRIVACY

Smart Track is committed to respecting your privacy rights. All information about you including your registration information, any information obtained by Smart Track as a result of your log-in, any registration information and any information stored or transmitted in any way on any mobile software platforms or through the use of the Site is subject to Smart Track's Privacy Policy, which can be found on the Site. Smart Track's Privacy Policy is incorporated into these Terms of Use by this reference.

6. CONTENT PROVIDED BY YOU

You understand that all data, information, text, tags, or other materials ("Content"), whether publicly posted or privately transmitted, on the Site, is the sole responsibility of the person posting or transmitting such Content. You, and not Smart Track, are entirely responsible for all Content that you upload, post, email, transmit, distribute or otherwise make available on the Site through the use of any service that is provided or transmitted through your account.

Smart Track does not control user-generated Content posted on or through the Site and, as such, does not guarantee the accuracy, reliability or quality of such Content. Under no circumstances will Smart Track be liable in any way for any user-generated Content including, but not limited to, any errors or omissions in any user-generated Content, or any loss or damage of any kind incurred as a result of the use of any user-generated Content posted, emailed, transmitted or otherwise made available on or through the use of any of the Site.

You acknowledge, consent and agree that Smart Track may access, preserve and disclose account information and/or Content that you provide on the Site for purposes of fulfilling orders, marketing, or if Smart Track is required to do so by law or if it believes in good faith that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce these Terms of Use, (iii) respond to claims that any Content violates the rights of third parties, (iv) respond to your requests for order fulfillment or customer service, or (v) protect the rights, property or personal safety of Smart Track, its employees, partners and agents or members of the public. By posting, displaying or inputting Content on or through the use of the Site, you grant Smart Track and its affiliates, successors and assigns, a perpetual, irrevocable royalty-free, worldwide, non-exclusive license to use, reproduce, distribute, transmit, display, publicly perform, edit, translate and reformat such Content in connection with the operation and/or performance of the Site for you by Smart Track or any of its affiliates, successors, assigns or agents. You will not be compensated for any Content that you provide. You agree that Smart Track may publish or otherwise disclose your name in connection with your Content. By posting, displaying or performing Content on or through the use of any of the Site, you represent and warrant that you own the rights in such Content or are otherwise authorized to post, display, perform, transmit or distribute the Content.

7. WARRANTY DISCLAIMER

You understand that the processing and transmission of communications relating to the use of the Site may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting to various networks or devices. Therefore, you agree that Smart Track will not be responsible or liable for the timeliness, deletion, mis-delivery or failure to store any data, information or content that you provide on or through the use of the Site.

PLEASE CAREFULLY REVIEW THE FOLLOWING – IT IS AN IMPORTANT DISCLAIMER

All information and materials provided through, and on Smart Track's web site are provided on an “AS-IS” and “AS AVAILABLE” basis without any warranty or condition, express or implied. To the maximum extent permissible under

applicable law, Smart Track hereby specifically disclaims and negates all warranties, including without limitation, implied warranties of title, quality, performance, merchantability, fitness for a particular purpose, and non-infringement of intellectual property or other violation of rights. Further, Smart Track does not warrant or make any representations concerning the timeliness, deletion, mis-delivery, accuracy, likely results, or reliability of the use of the Site, the information on the Site (including the Content), or otherwise relating to such materials or on any sites linked to the Site. No warranties will be implied by any course of dealing or course of performance.

Smart Track makes no representation or warranty that (i) the Site will meet your expectations or requirements, (ii) the Site will be available, uninterrupted, timely, secure, accurate, complete or error-free, (iii) any results or information that may be obtained from the use of the Site will be accurate, timely, complete or reliable, (iv) any errors or defects in the Site will be corrected, or (v) the Site and/or the servers that make the Site available are free of viruses, clocks, timers, counters, worms, software locks, Trojan horses, trap doors, time bombs or any other harmful codes, instructions, programs or components. Operation of the Site may be interfered with by numerous factors outside of Smart Track's control including, but not limited to, telecommunications network disruptions. Smart Track is not responsible and will have no liability for any failures of the internet or any data or telecommunications equipment, system or network used in connection with the Site. You acknowledge that the entire risk arising out of the use, inability to use or performance of any of the Site remains with you to the maximum extent permissible under law. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. You acknowledge and agree that your sole remedy for any problems or dissatisfaction with any of the services provided by the Site or the Site itself is to terminate your account and discontinue use of the Site.

8. LIMITATION OF LIABILITY

PLEASE READ THE FOLLOWING – IT IS AN IMPORTANT LIMITATION OF SMART TRACK'S LIABILITY:

To the maximum extent permissible under applicable law, in no event shall Smart Track or its directors, officers, employees, agents, consultants, representatives, joint venturers, licensors, suppliers, vendors, distributors, advertisers or any other contracting parties, or any of them, be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on the Site, even if Smart Track or a Smart Track authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

9. REVISIONS AND ERRORS

The materials appearing on the Site could include technical, typographical, or photographic errors. Smart Track does not warrant that any of the materials on the Site are accurate, complete, or current. Smart Track may make changes to the materials contained on the Site at any time without notice. Smart Track does not, however, make any commitment to update the Site or the materials on the Site.

10. SITE MODIFICATIONS

Smart Track may revise these Terms of Use at any time without notice. By using this Site you are agreeing to be bound by the then current version of these Terms of Use.

11. INDEMNITY

You agree to defend, indemnify and hold Smart Track and its joint venturers, licensors, suppliers, vendors, distributors, advertisers and other contracting parties, together with their respective affiliates, successors, assigns, employees, consultants, agents, managers, officers, members and members, harmless from and against any and all claims, actions, proceedings and suits and all related liabilities, losses, damages, judgments, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees and costs) that are attributable to

your actions or fault or arising out of (i) your access, use or misuse of the Site, (ii) your breach or alleged breach of these Terms of Use, (iii) your violation or of any law, rule, regulation or rights of others in connection with your use of the Site including, without limitation, infringement of anyone else's intellectual property rights, or (iv) your use or disclosure of another person's personal information including, without limitation, financial or credit information. Without limiting the foregoing, you acknowledge that certain countries may require you to pay a use, sales, consumption, value added or other tax in connection with your use of the Site. The payment of any such tax, if required, is your responsibility. The foregoing indemnity obligations will apply to any damages Smart Track may incur in connection with your failure to pay any such tax.

12. EQUITABLE REMEDIES

You hereby agree that Smart Track would be irreparably damaged if these Terms of Use were not specifically enforced, and therefore you agree that Smart Track will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of these Terms of Use, in addition to such other remedies as Smart Track may otherwise have available to it under applicable laws.

13. EXPORT ADMINISTRATION

You will comply fully with all relevant export laws and regulations of the territories in which the Site is made available, including, without limitation, the U.S. Export Administration Regulations (collectively "Export Controls"). Without limiting the generality of the foregoing, you will not, and you will require your representatives not to, export, direct or transfer the Site, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls. You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.

14. MISCELLANEOUS

These Terms of Use, including the Privacy Policy constitute the entire agreement between you and Smart Track with respect to your access and use of the Site (however, not including any orders placed through the Site) and supersede all prior and contemporaneous agreements between you and Smart Track relating to the same subject matter. Some jurisdictions do not allow for certain of the disclaimers, limitations and exclusions set forth in these Terms of Use, so the above exclusions and limitations may not apply to you. Additionally, your use of the Site through any mobile platforms may be subject to the terms of any applicable agreement published by a mobile application platform provider or your wireless carrier. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be construed in a manner consistent with applicable laws to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions will remain in full force and effect. Smart Track's failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision and no waiver will be effective unless it is made in writing and signed by an authorized representative of Smart Track. You and Smart Track expressly acknowledge and agree that the language governing these Terms of Use, the Privacy Policy, and any other terms and conditions governing the use of the Site incorporated herein or incorporating these Terms of Service (collectively, the "Terms"), will be English. In the event of any inconsistency between a non-English version of the Terms of Use and the English version, the English version will govern your relationship with Smart Track. In the event any litigation is brought by you or Smart Track in connection with these Terms of Use, the prevailing party in such litigation will be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation

15. GOVERNING LAW; JURISDICTION

These Terms of Use are governed by, and will be construed under, the laws of the United States of America and the laws of the State of California, without regard to choice of law principles. All disputes arising out of or related to your use of the Site shall be subject to the exclusive jurisdiction of the state and federal courts located in California, USA and you agree to submit to the personal jurisdiction and venue of such courts.

16. QUESTIONS

If you have any questions about these Terms of Use or your rights or Smart Track's obligations relating to the Site or any of the services provided through the Site, please email us at sales@infabcorp.com or you may contact us by mail at:

Smart Track
c/o Infab Corporation
3651 Via Pescador
Camarillo, CA, 93012
USA

17. ELECTRONIC COMMUNICATIONS

You acknowledge and agree that by clicking on the "I AGREE" button (or similar buttons or links as may be designated by Smart Track to show your acceptance of the Terms of Use), you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Site.

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