

1. Introduction.

This Subscription Agreement (“Agreement”) is made and entered into between you and CG&GQM LLC (“QMSpot-US”) immediately upon your completion of the Payment Enrollment Form on this Website. You will only be able to access and use the QMSpot-US system services on this Website after providing your acknowledgment of acceptance of this Agreement.

2. Access and Services.

Your access to the various services available on the QMSpot-US system depends on the level of access you select on the Services Menu. Services selected are not intended for use by third parties without the prior written consent of QMSpot-US. You may change or discontinue your account at any time. Changes can be made by submitting a new registration form. Termination of your account can be made by following the instructions in section 12 below. We reserve the right to modify, suspend or terminate access to the Services on the QMSpot-US application at any time for any reason without notice or refund, including the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our system.

3. Subscription Period.

Upon enrollment in an Individual Subscription Plan, the term of this Agreement shall end one year from inception date or 30 days after you have provided written notice of termination at any time prior thereto. The term of this Agreement shall automatically renew for successive one-year periods unless you have given notice of non-renewal to QMSpot-US via email at least 30 days prior to the next scheduled renewal date.

4. Fees.

Subscription Fees for the particular Services you have elected to receive from QMSpot-US shall be charged on an annual basis in advance. The fees for the Services are set out in the Services Menu. Fees for all Services you receive will be billed in advance and no refund or credit will be given to you if you cancel your subscription at any time during the subscription year (i.e., the twelve-month period ending on the date of this Agreement's acceptance or its renewal). All Fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies or duties (excluding taxes owed by QMSpot-US). QMSpot-US reserves the right to change its subscription plans and pricing in any manner and at any time as it may determine in its sole and absolute discretion. Any price changes or plan changes will take effect following written notice sent to you at least 30 days prior to the end of the current subscription year term; and will not affect plans already contracted. If a subscriber's usage exceeds the terms of his or her Subscription Services plan, they will be billed for such excess usage the following

month. QMSpot-US will provide prior notice of excess usage before billing the subscriber.

5. Payment Methods.

You shall pay QMSpot-US for all Fees through credit card or debit card (“Payment Methods”). You agree to provide QMSpot-US the expiration date and other information requested by QMSpot-US pertaining to the Payment Method, and you hereby authorize QMSpot-US to charge the Payment Method for all Fees applicable to your purchase of the Services provided pursuant to this Agreement. Upon cancellation or expiration of your Payment Method, you agree to immediately provide a new Payment Method and other information requested by QMSpot-US pertaining thereto.

6. User ID and Password.

During the registration process, you created a User ID and password that allows you to have access to the Services through the QMSpot-US Website. You will not provide your User ID or password to access Services to any other person or entity or allow any other person or entity to access Services provided to you under your User ID and password. You agree that you are solely responsible for any actions that occur under your User ID and password. In the event that your User ID and password become known by a third party, you agree to notify QMSpot-US immediately.

7. Limitations.

As a condition of using the Services, you represent and warrant that you will not use the QMSpot-US Website or Services for any illegal or unauthorized purpose, and your use of the QMSpot-US Website and Services will not violate any laws in your jurisdiction (including but not limited to copyright laws). If your bandwidth usage related to the Services consistently or significantly exceeds the average bandwidth usage of other users of the Services, as determined solely by QMSpot-US, QMSpot-US reserves the right to immediately disable your account or throttle your usage until you can reduce your bandwidth consumption.

Except as explicitly authorized in the Terms of Use, you agree not to download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through QMSpot-US Website or Services outside of your organization without written consent of the QMSpot-US. Requests to do so may be sent to info@qmspot-us.com. You also agree to not circumvent, remove, alter, deactivate degrade or thwart any of the content protections in the QMSpot-US system, use any robot, spider, scraper or other automated means to access the QMSpot-US system, decompile, reverse engineer or disassemble any software or other products or processes accessible through the QMSpot-US system; insert any code or product or manipulate the content of the QMSpot-US system in any way; or use any data mining, data gathering or extraction method. QMSpot-US may

terminate or restrict your use of the Services, if you violate these restrictions or are engaged in illegal or fraudulent use of the Services.

8. Website.

You acknowledge and agree that the information and Services provided by QMSpot-US are accessed by you in part through the QMSpot-US Website. You accept and agree to comply with the Terms of Use, Privacy Policy, Video and Training Disclaimer, and copyright and trademark notices of QMSpot-US posted on its Website and in effect from time to time. The Terms of Use are incorporated into this Agreement by reference. You acknowledge and agree that, because the Services are provided in part through the QMSpot-US Website, it is necessary for you to have computer equipment and an internet connection that meets minimum specifications published by QMSpot-US from time to time on its Website, and you acknowledge and agree to periodically update your computer equipment or internet connection to meet such minimum specifications. Services will be available 24 hours a day, 7 days a week with a 99% uptime guarantee. You acknowledge that the Services may be interrupted due to (a) Website downtime for scheduled maintenance at QMSpot-US's sole discretion, or (b) interruptions in internet connectivity or other Website downtime caused by circumstances beyond QMSpot-US's control, including, without limitation, acts of God, acts of government, pandemics, epidemics, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer or telecommunications failures, delays involving hardware or software not within QMSpot-US's control, network

intrusions or denial of service attacks. You agree that QMSpot-US shall not, in any way, be liable for, or have responsibility with respect to any such Service interruptions.

9. Ownership.

QMSpot-US owns all right, title and interest in (i) the software that implements the Services and (ii) all elements of its Website. You do not acquire any ownership or rights in the Services or Website except as expressly provided herein. The Services and Website are copyrighted. Unauthorized copying of any element of the Website or Services or any accompanying written materials is expressly forbidden. You agree that you may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this Agreement.

10. Updates.

QMSpot-US may, from time to time, upgrade or modify the Services and its Website ("Updates"). All Updates are provided to you pursuant to the terms and conditions of this Agreement.

11. Technical Support.

QMSpot-US agrees to provide technical support to you as long as you have paid all Fees owed under this Agreement. Technical support is only available by electronic mail using the support email provided on the Website.

12. Termination.

If you choose to cancel your subscription, you must terminate your use of the Services by canceling your subscription within your account dashboard via the Website. QMSpot-US may terminate your use of the Services and deny you access to the Website at any time for any reason. If your use of the Services is terminated, any content stored by QMSpot-US will be deleted immediately and your user name and password will be immediately disabled. Any content deleted by QMSpot-US because of the termination of your use of the Services cannot be retrieved.

13. Website Modifications.

QMSpot-US reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or Services (or any part thereof) with or without notice. QMSpot-US shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Website. HSBShHHHH

14. Disclaimer of Warranty.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE WEBSITE ARE PROVIDED "AS IS", AND HHS AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE, AND SPECIFICALLY DISCLAIM, ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE SERVICES AND WEBSITE (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS FOR A PARTICULAR PURPOSE), AS WELL AS ANY WARRANTIES THAT THE SERVICES (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE. QMSpot-US DOES NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE WEBSITE OR SERVICES WILL BE CORRECTED.

15. Limitation of Liability.

To the maximum extent permitted by applicable law, in no event shall QMSpot-US be liable under any theory of liability for any consequential, indirect, incidental, special, punitive or exemplary damages of any kind (“Consequential Losses”), including, without limitation, Consequential Losses arising from loss of profits, revenue, data or use, or from interrupted communications or damaged data or Content, or from any defect or error or in connection with your acquisition of substitute goods or services or from malfunction of the Services, or any such Consequential Losses arising from breach of contract or warranty or from negligence or strict liability, even if QMSpot-US or any other person has been advised or should know of the possibility of such Consequential Losses, and notwithstanding the failure of any remedy to achieve its intended purpose. QMSpot-US’s entire liability under any provision of this Agreement is limited to, in QMSpot-US’s sole decision, the repair or replacement of the Services or Website, or an amount equal to the Charges paid under this Agreement.

16. Indemnification.

You agree to indemnify, defend and hold harmless QMSpot-US and the managers, members, employees, agents, contractors, subsidiaries, affiliates, or parent companies of QMSpot-US (each an "Indemnified Person") from any third-party claim and associated loss, cost, expense (including attorney's fees, expert's fees, and expenses), demand, liability, damages or cause of action of any kind or character (collectively referred to as "Claim"), including without limitation, for any personal injury or death, in any manner arising out of or relating to your, or your officers, directors, employees, agents, assigns, invitees, or other users using the Services under your user name and password, whether authorized or not (i) violating or otherwise breaching of any provision of this Agreement, (ii) acts or omissions in the conduct of your business, (iii) negligence, recklessness or intentional misconduct, and (iv) violation of any and all laws, rules or regulations. You further agree to indemnify, defend and hold each Indemnified Person harmless from any Claim, including without limitation, for any personal injury or death, in any manner arising out of or relating to QMSpot-US's refusal to provide Services to you for any reason. These obligations will apply even if such lawsuit or other claim arises out of an Indemnified Person's negligence, gross negligence, failure to perform duties under this Agreement, strict liability, failure to comply with any applicable law, or other fault. This provision shall survive the termination of this Agreement.

17. Miscellaneous.

(a) **No Third-Party Beneficiaries.** No Third-Party Beneficiaries. Nothing contained in this Agreement will be deemed to create, or be construed as creating, any third-party beneficiary right of action upon any third party.

(b) **Waiver.** No party will be deemed to have waived any provision hereof unless such waiver is in writing and executed by a duly authorized officer of the waiving party. No waiver by either party of any provision hereof will constitute a waiver of such provision on any other occasion.

(c) **Assignment.** This Agreement is not assignable by you except upon the prior written consent of QMSpot-US. Any unauthorized assignment of this Agreement is void. QMSpot-US may assign this Agreement, in whole or in part, or subcontract its obligations under this Agreement, in whole or in part, without notice to you and upon such assignment, QMSpot-US shall be released from all liability hereunder.

(d) **Severability.** The invalidity or unenforceability, in whole or in part, of any provision, term, or condition hereof will not affect the validity or enforceability of the remainder of such provision, term, or condition or of any other provision, term, or condition.

(e) **Notices.** Except as specifically provided in this Agreement, all notices required hereunder shall be in writing and shall be given by personal delivery, electronic mail, overnight courier service, first-class mail postage prepaid, at the parties' respective addresses set forth herein, or at such other address(es) as shall be specified in writing

by such party to the other party in accordance with the terms and conditions of this Section. All notices shall be deemed effective upon personal delivery, or upon delivery if sent by electronic mail, or one business day following deposit with any overnight courier service, or three business days following deposit with the U.S. Postal System, first-class postage attached, in accordance with this Section. Notices to you shall be sent to the address provided when you registered for the Services. Notices for QMSpot-US shall be sent to 2132 Addison Ave Clermont Florida, 34711.

(f) **Governing Law.** The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Florida, USA without resort to its conflicts of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and does not govern or apply to the terms and conditions of this Agreement.

(g) **Jurisdiction and Venue.** The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Florida and to the jurisdiction of the United States District Court for the Middle District of Orlando Florida, for the purpose of any suit, action, or other proceeding related to, arising out of or based upon this Agreement or in any way related to, arising out of or involving the Services or Website; waive and agree not to assert by way of motion, as a defense, or otherwise, in any such suit, action, or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the

suit, action, or proceeding is brought in any inconvenient forum, that the venue of the suit, action, or proceeding is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court; and waive and agree not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such Florida state or federal court. The parties hereby consent to service of process by registered mail at the address to which notice is to be given. The exclusive venue for any proceeding under this Agreement shall be solely in any state court in Lake County, Florida, or the Federal District Court for the Middle District of Florida, Orlando, Florida. You acknowledge that the prices for Services offered under this Agreement are in part dependent on your consent to jurisdiction in Florida and exclusive venue in Lake County, Florida, and without your consent to this jurisdiction and venue provision the prices for Services would be higher.

(h) **Headings.** The headings of the Sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

(i) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior oral or written agreements between the parties. This Agreement may not be amended unless such amendment is in writing and signed by all parties hereto.

18. Acknowledgment.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS ONLINE
SUBSCRIPTION AGREEMENT by clicking on the box indicating such that is
found on the Payment Enrollment Form.