

Terms And Conditions

Terms of Sale

These terms of sale (“Terms”) apply to all orders accepted by The Quick Board, LLC. (“Quick Board”) for the sale of its and sensor board products (“Products”), except in the case that you and Quick Board have executed a written agreement that supersedes these Terms. To the extent the Products contain or consist of software in any form (“Software”), such Software is licensed to you, not sold, and only in accordance with the section entitled “Software License”, below. Terms such as “sell” and “purchase”, as used in these Terms, apply only to the extent the Products consist of items other than Software.

ORDERING FROM THE QUICK BOARD WEBSITE

ORDERS

You can browse and place orders for our Products through, <https://thequickboard.eu/#pricing> (the “Quick Board Website”). We’ll ask you for your name, phone number, e-mail address, shipping and billing address, and other information so we can fulfill your order. When you place an order, Quick Board’s third-party payment service provider will collect your credit card details and charge your credit card account in connection with the order, and you agree to make all applicable payments in connection with any order placed by you. Quick Board does not view or store your credit card information. We store your name, phone number, email address and shipping address so we can process your order.

By placing an order through the Quick Board Website, you agree that: (i) any credit card information supplied by you is true and complete; (ii) you will pay the applicable price listed, as well as any shipping and handling charges and applicable taxes; and (iii) Software License usage fees.

PRICING

Quick Board can withdraw Products from the Quick Board Website at any time and for any reason. Prices listed through the Quick Board Website are stated in U.S. dollars, and do not include any shipping and handling charges or applicable taxes, which charges and taxes will be communicated after the order is processed. You agree to indemnify and hold Quick Board harmless from and against any liabilities, interest, penalties or fees assessed against Quick Board arising from your failure to pay any such taxes. All Product prices are subject to change at any time.

ACCEPTANCE AND FULFILLMENT

All orders are subject to acceptance by Quick Board. After you place an order, you will receive an email from Quick Board confirming that Quick Board has received it. If an order is on back order, we’ll send you an email indicating that this is the case, followed by another

email when the items in question are in stock containing a shipping confirmation, tracking number and carrier information. Quick Board reserves the right not to accept your order for any reason or no reason.

RESALE

Purchases made through the Quick Board Website are intended for end users only, and are not authorized for resale.

SHIPPING AND DELIVERY

Quick Board will pack the Products in accordance with its standard practices. All orders will ship ground unless you specify otherwise. Title to the Products (except to the extent that the Products consist of Software) and risk of loss will pass to you upon Quick Board's delivery of the Products to the carrier. You acknowledge that all scheduled shipment dates are estimates only. Quick Board will make reasonable efforts to meet the scheduled shipment dates, but in no event will Quick Board be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery.

RETURN POLICY

If within thirty (30) days from the date of sale Purchaser wishes to return non-defective Products, Quick Board, in its sole and absolute discretion with respect to the determination of whether such returned Products are non-defective, shall refund the full purchase price of Products to Purchaser within sixty (60) days. Purchaser must provide to Quick Board the original invoice or sales receipt (indicating the date of purchase) upon return of such Products.

LIMITED PRODUCT WARRANTY

Subject to the terms and conditions set forth herein, Quick Board expressly and exclusively warrants solely to original, end-user purchasers (each a "Purchaser") that sensor boards and any other products manufactured by the Quick Board (collectively, "Products") shall be free from defects in materials and workmanship when properly used and maintained for a period of one (1) year from the date of sale (the "Warranty Period"). NO WARRANTY, INCLUDING THIS LIMITED STATEMENT OF WARRANTY, SHALL BE IN EFFECT UNTIL PURCHASER HAS TENDERED AN INITIAL PAYMENT FOR PRODUCTS PURCHASED. IF PURCHASER PURCHASES PRODUCTS ON AN INSTALLMENT BASIS PAYMENT PLAN AND DEFAULTS THEREUNDER, THIS LIMITED STATEMENT OF WARRANTY SHALL TERMINATE WITH RESPECT TO PURCHASER AND SHALL RELIEVE THE QUICK BOARD OF FURTHER OBLIGATION TO PURCHASER HEREUNDER.

The exclusive warranty for any Products that Quick Board, in its sole and absolute discretion, determines to be defective within the Warranty Period is repair or replacement of such defective Products. The existence of a defect shall be determined by Quick Board in accordance with procedures established by Quick Board. Repaired parts or replacement

Products shall be provided by Quick Board on an exchange basis and shall either be new or refurbished to be functionally equivalent to new. Repaired parts or replacement Products shall be provided to Purchaser only upon submission to Quick Board of the original invoice or sales receipt (indicating the date of purchase) within the Warranty Period. Purchaser's failure to notify Quick Board of defective Products within the Warranty Period shall terminate this Limited Statement of Warranty with respect to Purchaser and shall relieve Quick Board of any further obligation to such Purchaser hereunder. Quick Board shall not be responsible for any transportation costs and/or any risks associated with transportation of Products.

THIS LIMITED STATEMENT OF WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF THE CONDITION OF THE EQUIPMENT, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. QUICK BOARD DOES NOT REPRESENT OR WARRANT THAT PRODUCTS WILL OPERATE ERROR FREE, UNINTERRUPTEDLY OR IN COMBINATION WITH ANY OTHER HARDWARE, INFRASTRUCTURE OR SYSTEMS NOT SUPPLIED BY QUICK BOARD OR THAT PRODUCTS WILL, IN ALL CASES, SERVE THE PURPOSE FOR WHICH SUCH PRODUCTS ARE PURCHASED.

No representative of Quick Board is authorized to extend any additional warranty unless approved in writing by an authorized representative of Quick Board. This Limited Statement of Warranty is provided solely to Purchaser and is not transferable. Purchaser is responsible for determining whether Products are suitable for Purchaser's intended use.

This Limited Statement of Warranty given by Quick Board does not cover, and Quick Board shall not be liable for, any conditions attributable to (1) acts of God, misuse, physical damage, vandalism, misapplication, normal wear and tear, extreme environmental conditions, lack of compliance with applicable instructions, inadequate or improper maintenance, negligence, accident (including, but not limited to, water damage and/or dropping Products), tampering, alteration or substitution of inferior quality component parts, (2) the incompatibility, improper design, malfunction, installation, operation or maintenance of equipment, accessories, and/or materials used in connection with Products which are not manufactured by Quick Board or (3) attempts to operate Products outside of the range or parameters of their intended capacity, whether intentional, accidental or otherwise.

PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR LIABILITY OF ANY KIND WITH RESPECT TO PRODUCTS SHALL BE LIMITED TO THE REMEDY OF REPAIR OR REPLACEMENT OF PRODUCTS IN ACCORDANCE WITH THIS WARRANTY. QUICK BOARD SHALL, UNDER NO CIRCUMSTANCES, BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, EVEN IF QUICK BOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN THE EVENT THIS LIMITED STATEMENT OF WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, QUICK BOARD'S LIABILITY TO PURCHASER SHALL NOT EXCEED THE PRICE OF PRODUCTS PURCHASED. Purchaser agrees that Quick Board is not an insurer and no insurance coverage is offered herein. Quick Board is not assuming liability, and, therefore shall not be liable to Purchaser for any loss, personal injury or property damage sustained by

Purchaser or any other party as a result of any failure of Products, or any other cause whatsoever, unless such loss or damage was proximately caused by the Quick Board's gross negligence or caused by Quick Board's intentional conduct.

This Limited Statement of Warranty may be modified at any time by Quick Board without notice to Purchaser and the modified version shall be in effect for all sales of Products made after the modification irrespective of any warranty published or posted in any catalog, sales literature or online location. The most current version of this Limited Statement of Warranty may be found online at <https://thequickboard.eu> .

COMPATIBILITY

You acknowledge that you have verified the compatibility of the Products you are purchasing with other required equipment (e.g., ensuring that your mobile device and/or operating system is compatible with the Product). You are solely responsible for determining the compatibility of the Products with other equipment, and you accept that lack of compatibility is not a valid claim under the warranty provided with your Products and does not otherwise constitute a basis for receiving a refund after the 30 day refund policy identified above.

LIMITATIONS ON LIABILITY

IN NO EVENT WILL QUICK BOARD BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, USE, PROFITS, DATA, OR GOODWILL) OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS OR THE PURCHASE, SALE, USE, OPERATION OR PERFORMANCE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT QUICK BOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. QUICK BOARD AND YOU HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL QUICK BOARD'S LIABILITY TO YOU ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO QUICK BOARD BY YOU FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

SOFTWARE LICENSE

Quick Board grants to you a nonexclusive, nontransferable license to use the Software, in executable form, solely as embedded in the Products. You may not copy or modify the Software. You acknowledge that the Software contains trade secrets of Quick Board, and, in order to protect such trade secrets, you agree not to disassemble, decompile or reverse

engineer the Software nor permit any third party to do so, except to the extent such restrictions are prohibited by law. Quick Board reserves all rights and licenses in and to the Software not expressly granted to you under this Agreement.

DISPUTE RESOLUTION

You agree that any dispute between you and Quick Board arising out of or relating to these Terms, or any other Quick Board products or services (collectively, “Disputes”) will be governed by the arbitration procedure outlined below.

GOVERNING LAW

The Terms and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of laws principles.

INFORMAL DISPUTE RESOLUTION

We want to address your concerns without needing a formal legal case. Before filing a claim against Quick Board, you agree to try to resolve the Dispute informally by contacting Quick Board. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 90 days after submission, you or Quick Board may bring a formal proceeding.

LIMITATION ON CLAIMS

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Quick Board Products or services must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

TERM

Upon payment for the Quick Board Software license, you accept the two-year license contract required to use Quick Board Products.

AUTOMATIC RENEWAL AND CANCELLATION.

Software License fees will be charged to your credit card and will automatically renew at the applied tier pricing then in effect for the duration of your subscription until you cancel. The software license fees will be charged based on the selected monthly or annual plan and payment cannot be suspended or postponed for any reason. The two-year license contract will automatically renew unless notice of cancellation is received in writing 30 days prior to the renewal date. If your credit card is invalid for any reason, charged back, or if Quick Board does not receive payment, we will cancel your subscription immediately.

REPRESENTATIONS, WARRANTIES AND COVENANTS.

You represent, warrant and covenant that (a) the subscription and credit card information that you supply is true, correct and complete, (b) you will pay any charges that you incur in connection with the Premium Service, including any applicable taxes, (c) you will update your subscription and credit card information as required, (d) you will not allow anyone else to use your subscription, (e) you will not transfer your subscription or password to anyone else and (f) you will report to us any unauthorized or prohibited use of your subscription.

GENERAL PROVISIONS

The parties disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.

You may not assign or transfer these Terms, or any order accepted by Quick Board hereunder, in whole or in part, by operation of law or otherwise, without Quick Board's express prior written consent. Any attempt to do so, without Quick Board's consent, will be null and of no effect. Quick Board may freely assign these Terms.

Quick Board will not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riot, or acts of God.

The failure by Quick Board to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

These Terms constitute the complete and exclusive agreement between Quick Board and you regarding its subject matter and supersedes all prior or contemporaneous quotations, agreements, communications or understandings, whether written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of these Terms will be effective only if in writing and signed by duly authorized representatives of each party.

You will not export or re-export, directly or indirectly, the Products, or any technical information related thereto, or any direct products thereof, to any destination or person prohibited or restricted by the export control laws and regulations of the United States, without the prior authorization from the appropriate governmental authorities.

All notices required or permitted to be given under these Terms will be in writing and will be deemed given: (i) upon actual delivery, if made by personal service; (ii) three (3) days after mailing, if made by U.S. certified or registered mail; and (iii) one (1) business day after delivery to the courier or overnight delivery service, if made by courier or overnight delivery service. All notices will be addressed to such address as the party who is to receive the notice so designates by written notice to the other.

Terms of Service

Quick Board's technology evaluates and enhances agility performance. These Terms of Service ("Terms") govern your use of Quick Board products, our website, thequickboard.eu, the software embedded in Quick Board sensor boards, the Quick Board software, the Quick Board mobile application, and Quick Board subscriptions.

You must accept these Terms to create a Quick Board account and to use the Quick Board Service.

These Terms May Change

These Terms will change over time. If we make minor changes to the Terms without materially changing your rights, we will post the modified Terms on thequickboard.eu. We will notify you by email, through the Quick Board Service, or by presenting you with a new Terms of Service to accept if we make a modification that materially changes your rights. When you use the Quick Board Service after a modification is posted, you are telling us that you accept the modified terms.

Read Our Privacy Policy

Any information that Quick Board collects through your use of the Quick Board Service is subject to the Quick Board Privacy Policy, which is part of these Terms.

Who Can Use Quick Board?

You may use the Quick Board Service if you are over 13 years of age and are not barred from receiving services under applicable law. You may connect to the Quick Board Service using a sensor board that is manufactured, distributed, or sold by or on behalf of Quick Board; the Quick Board mobile application; the Quick Board software; or thequickboard.eu. You may not connect to the Quick Board Service with any device that is not manufactured, distributed, or sold by or on behalf of Quick Board (such as a knock off or counterfeit version of a Quick Board Product); otherwise intends to resemble or purports to be a Quick Board Product; or any unauthorized application or-third party connection. Any violation or attempted violation of this provision may result in the immediate termination of your ability to access the Quick Board Service.

Creating an Account

Full use of the Quick Board Service requires that you purchase a sensor board and create an account by providing us with a username, password, email address, physical address, and valid credit card. You are responsible for all activity that occurs in association with your account. Quick Board is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials.

We may need to contact you about your use of the Quick Board Service. These communications are part of the Quick Board Service and you may not opt-out from receiving

them. You can manage and opt-out from receiving other communications and keep your email address up-to-date from your account settings.

Necessary Equipment

Full use of the Quick Board Service is dependent upon your use of a computer with adequate software or a supported mobile device and Internet access. The maintenance and security of this equipment may influence the performance of the Quick Board Service and it is your responsibility to ensure the equipment's functionality.

What You Can Do On The Quick Board Service

Quick Board grants you a limited, non-exclusive, non-transferable, non-sublicensable license to (1) access and view the Quick Board Content, (2) access and use the software and mobile applications provided by the Quick Board Service, and (3) use the software that is embedded into Quick Board products as authorized in these Terms.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Quick Board Content, Quick Board Service or any portion thereof, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Quick Board or its licensors, except for the licenses and rights expressly granted in these Terms.

Things You Cannot Do On The Quick Board Service

Except to the extent permitted by law, you may not perform, attempt to perform, or encourage or assist others in performing any of the following while accessing or using the Quick Board Service: (1) use, display, mirror or frame the Quick Board Service or any individual element within the Quick Board Service, Quick Board's name, any Quick Board trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Quick Board's express written consent; (2) access or tamper with non-public areas of the Quick Board Service, Quick Board's computer systems, or the technical delivery systems of Quick Board's providers; (3) test the vulnerability of any Quick Board system or breach any security or authentication measures; (4) circumvent any technological measure implemented by Quick Board or any of Quick Board's providers or any other third party (including another user) to protect the Quick Board Service or Quick Board Content; (5) access the Quick Board Service or Quick Board Content through the use of any mechanism other than through the use of an Authorized Connection, Quick Board Service; or (6) modify, decompile, disassemble, reverse engineer, tamper with or otherwise attempt to derive the source code of any software that Quick Board provides to you or any other part of the Quick Board Service.

Our Enforcement Rights

We are not obligated to monitor access or use of the Quick Board Service, Quick Board Content, or to review or edit any Quick Board Content, but we have the right to do so for the purpose of operating the Quick Board Service, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable access to the Quick Board Service and any Quick Board Content at any time and without notice, and at our sole discretion, if we determine that the Quick Board Content or your use of the Quick Board Service is objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects the Quick Board Service.

Use The Quick Board Service At Your Own Risk

Our goal is to provide helpful and accurate information on the Quick Board Service, but we make no endorsement, representation or warranty of any kind about any Quick Board Content, information, services or recommendations.

Consult Your Doctor Before Using The Quick Board Service

The Quick Board Service is not intended to diagnose, treat, cure, or prevent any disease. If you have a medical or heart condition, consult your doctor before using the Quick Board and Quick Board Service. If you experience a medical emergency, stop using the Quick Board and consult with a medical professional. We are not responsible for any health problems that may result from training programs through the Quick Board Service. If you engage in any training program you receive or learn about through the Quick Board Service you agree that you do so at your own risk and are voluntarily participating in these activities.

Copyright Policy

Quick Board respects copyright law and expects its users to do the same. It is Quick Board's policy to terminate in appropriate circumstances account holders who repeatedly infringe the rights of copyright holders.

Changes To The Quick Board Service

Quick Board may change or discontinue, temporarily or permanently, any feature or component of the Quick Board Service at any time without notice. Quick Board is not liable to you or to any third party for any modification, suspension or discontinuance of any feature

or component of the Quick Board Service. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by Quick Board products without prior notice to you.

Termination

If you violate these Terms, we reserve the right to deactivate your account or terminate these Terms, at our sole discretion, at any time and without notice or liability to you. Upon any such termination, we may delete Your Content and other information related to your account. Upon any termination, discontinuation or cancellation of the Quick Board Service or your account, the following provisions of these Terms will survive: Quick Board's Rights; Our Enforcement Rights; Consult Your Doctor Before Using The Quick Board Service; Termination; Disclaimers; Indemnity; Limitation of Liability; Dispute Resolution; and General Terms.

Disclaimers

THE QUICK BOARD SERVICE AND QUICK BOARD CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. We make no warranty that the Quick Board Service or Quick Board Content will meet your requirements or be available on an uninterrupted, secure, or error-free basis. You acknowledge and agree that if you rely on any Quick Board Content or the Quick Board Service, you do so solely at your own risk.

Indemnity

You will indemnify and hold harmless Quick Board and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or in any way connected with (i) your access to or use of the Quick Board Service or (ii) your breach of any warranties made by you hereunder or your violation of any other provision of these Terms. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Limitation Of Liability

NEITHER QUICK BOARD, ITS SUPPLIERS OR LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE QUICK BOARD SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE QUICK BOARD SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT QUICK BOARD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED

REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL QUICK BOARD'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE QUICK BOARD SERVICE EXCEED THE AMOUNTS YOU HAVE PAID TO QUICK BOARD FOR USE OF THE QUICK BOARD SERVICE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN QUICK BOARD AND YOU.

Dispute Resolution

You agree that any dispute between you and Quick Board arising out of or relating to these Terms of Service, the Quick Board Service, or any other Quick Board products or services (collectively, "Disputes") will be governed by the arbitration procedure outlined below.

Governing Law: The Terms of Service and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of laws principles.

Informal Dispute Resolution: We want to address your concerns without needing a formal legal case. Before filing a claim against Quick Board, you agree to try to resolve the Dispute informally by contacting Quick Board. If a dispute is not resolved within 90 days after submission, you or Quick Board may bring a formal proceeding.

Limitation on Claims: Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Quick Board products or Quick Board Service must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

General Terms

Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between Quick Board and you regarding the Quick Board Service, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Quick Board and you regarding the Quick Board Service and Quick Board Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Quick Board's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Quick Board may freely assign or transfer these Terms without

restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Quick Board under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Quick Board Service. For notices made by e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.

Quick Board's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Quick Board. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Additional Terms May Apply

Additional terms may apply to certain products or services. In the event that there is a conflict between these Terms and any additional terms, the additional terms will control.

Contact Us

PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS.

The Quick Board, LLC

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