

PEI-GENESIS WEBSITE

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1. **CONVENIENCE AND INFORMATION ONLY.** The Website is provided to you without charge as a convenience and for your information only. By merely providing access to the Website, PEI-Genesis, Inc. (“PEI-Genesis”) does not warrant or represent that: (a) the Content is accurate or complete; (b) the Content is up-to-date or current; (c) PEI-Genesis has any obligations to update any Content; (d) the Content is free from technical inaccuracies or typographical errors; (e) the Content is free from changes caused by a third party; (f) your access to the Website will be free from interruptions, errors, computer viruses or other harmful components; and/or (g) any information obtained in response to questions asked through the Website is accurate or complete.

2. **SITE USE AND CONTENT.** You may view, copy or print pages from the Website solely for the purpose of comparing and determining which products are appropriate for purchase. You may not otherwise use, modify, copy, print, display, reproduce, distribute or publish any information from the Website without the express, prior, written consent of PEI-Genesis. At any time, we may, without further notice, make changes to the Website, to these Terms and/or to the services described in these Terms. We will make an effort to update this web page with any changes to these Terms and/or to the services described in these Terms.

3. **USER ACCOUNT, PASSWORD AND SECURITY.**

(a) **USER ACCOUNT.** For certain types of features available through the Website, we require the use of encryption technologies provided for your protection and/or your use of a UserID and password after setting up a User Account. We use reasonable precautions to protect the privacy of your UserID, password, User Account information and credit card information by utilizing a Secure Socket Layer (“SSL”) connection. Accordingly, your UserID, password, User Account information and credit card information are encrypted using an SSL connection and are not expected to be read in an intelligible form as they travel to the Website. You, however, are ultimately responsible for protecting your UserID, password, User Account information and credit card information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You agree to (i) immediately notify PEI-Genesis of any unauthorized use of your UserID, password or User Account, or any other breach of security, and (ii) ensure that you exit from your User Account at the end of each session. While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the internet is secure, or that such transmissions are free from delay, interruption, interception or error.

(b) **ACCURATE INFORMATION.** In creating and using your User Account on the Website, you agree to: (i) provide true, accurate, current and complete information about yourself on any registration form required on the Website (such information being the “Registration Data”); and (ii)

maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if PEI-Genesis has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then PEI-Genesis has the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.

4. **DISCLAIMERS**

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(b) **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless PEI-Genesis and its directors, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by PEI-Genesis, directly or indirectly, with respect to or arising out of: (i) your failure to comply with these Terms; (ii) your breach of your obligations under these Terms; and/or (iii) your use of the rights granted hereunder, including without limitation any claims made by any third parties.

5. **LIMITATION OF LIABILITY.** PEI-GENESIS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE WEBSITE AND/OR ANY SERVICES PROVIDED IN CONNECTION WITH THE WEBSITE WILL BE THE CANCELLATION OF YOUR USER ACCOUNT WITH PEI-GENESIS. IN NO EVENT WILL PEI-GENESIS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE WEBSITE AND/OR ANY SERVICES PROVIDED IN CONNECTION WITH THE WEBSITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE AND/OR ANY SERVICES PROVIDED IN CONNECTION WITH THE WEBSITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS PEI-GENESIS' LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

6. **PRIVACY.** Personal data that you provide regarding yourself will be handled in accordance with PEI-Genesis' Privacy Policy [www.peigenesis.com/privacy]. Children under the age of thirteen (13) are prohibited from submitting any personally identifiable information.

7. **THIRD PARTY CONTENT.**

(a) PEI-Genesis may provide hyperlinks to other Websites maintained by third parties, or PEI-Genesis may provide third party content on the Website by framing or other methods. **THE LINKS TO THIRD PARTY WEBSITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT ON ANY LINKED WEBSITE IS NOT UNDER PEI-GENESIS' CONTROL AND PEI-GENESIS IS NOT RESPONSIBLE FOR THE CONTENT OF LINKED WEBSITES, INCLUDING ANY FURTHER LINKS CONTAINED IN A THIRD PARTY WEBSITE. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY WEBSITES LINKED TO THE WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.**

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9. **LOCAL LAWS.** PEI-Genesis makes no representation that content or materials on the Website are appropriate or available for use in jurisdictions outside the United States. Access to the Website from jurisdictions where such access is illegal is prohibited. If you choose to access the Website from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. PEI-Genesis is not responsible for any violation of law. You may not use or export the Content or materials on the Website in violation of U.S. export laws and regulations. These Terms shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, United States of America, without reference to conflict of laws principles. You agree to comply with all

applicable laws regarding the transmission of technical data exported from the United States and the country in which you reside (if different from the United States).

10. **AVAILABILITY.** Information that PEI-Genesis publishes on the Website may contain references or cross-references to products, programs or services of PEI-Genesis, its subsidiaries or affiliates, that are not necessarily announced or available in your area. Such references do not mean that PEI-Genesis, or any of its subsidiaries or affiliates, will announce any of those products, programs or services in your area at any time in the future. You should contact PEI-Genesis for information regarding the products, programs and services that may be available to you, if any.

11. **NON-TRANSFERABILITY OF USER ACCOUNT.** User Accounts and UserIDs are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Website with his or her UserID and password.

12. **TERMINATION OF SERVICE.** We may terminate your account or right to access secured portions of the Website at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users of the Website, to PEI-Genesis, to the business of the Website's internet service provider, or to other information providers.

13. **CUSTOMER COMMENTS.** We welcome the submission of comments, information or feedback through the Website. By submitting information through the Website, you agree that the information submitted will be subject to the PEI-Genesis Website Privacy Policy [www.peigenesis.com/privacy].

Your Consent To This Agreement

By accessing and using the Website, you consent to and agree to be bound by the foregoing Terms. If we decide to change these Terms, we will make an effort to post those changes on this web page so that you will always be able to understand the terms and conditions that apply to your use of the Website.

If you have additional questions or comments of any kind, or if you see anything on the Website that you think is inappropriate, please let us know by e-mail president@peigenesis.com or by sending your comments to:

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