

General Terms and Conditions

1. Acceptance of the Terms of Use. These terms of use are entered by and between You and JCSB Industrial, Inc. ("**Company**", "**we**" or "**us**"). The following terms and conditions ("**Terms of Use**"), govern your access to and use of www.jcsbinc.com (the "**Site**"), including any content, functionality and services offered on or through the Site. Please read the Terms of Use carefully before you start to use the Site. **By using the Site, you accept and agree to be bound and abide by these Terms of Use, our Privacy Policy, and User Agreement – Terms of Service.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Site. This Site is offered and available to users who are 18 years of age or older. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use the Site.

2. Changes to the Terms of Use. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Use of Site for Intended Purposes Only. We make the Site and Services available for Customers and Skilled Workers to connect and enter into Service Contracts. Users of the Site are expected to use the Site and Services for their intended purposes and not for any other purposes. The following are not permitted use of the Site:

- Any arrangement for free services, including requesting Skilled Workers to submit work as part of the proposal process for very little or no money or posting contests in which Skilled Workers submit work with no or very little pay;
- Requesting a fee before allowing another User to submit a proposal;
- Posting more than one version of an active job;
- Withholding payment or work product or engaging in any other conduct for the purpose of obtaining positive feedback from another User;
- Any attempt to, manipulate, or coerce another User by threatening to give negative feedback;
- Using the Site to express views unrelated to the work, such as political, religious, or social commentary;
- Duplicating or sharing accounts;
- Selling, trading, or giving an account to another person without our consent;
- Sharing or soliciting contact information such as email, phone number, or Skype ID in a profile or job post;
- Advertising products or services that are outside or beyond the scope of services offered by through the Site; and
- Advertising on the Site to recruit Skilled Workers to join an agency or another website or company.
- Posting, distributing and circulating any videos, photos, documents or other information that is not public available regarding the intellectual property rights, including without limitations patents, trademarks and copyrights, or other proprietary information, including sales, design, or other business information of any other User that becomes available to you as a result of your use of the Site or interaction with such other User.
- Users may use payment processing services outside of the Site; however, only Users who elect to use payment processing services offered through the Site will be eligible for our Commitment Pledge.

4. Misleading Content Prohibited. All profiles, jobs, proposals, and other content posted to the Site must be accurate. Misleading information is strictly prohibited and includes (a) misrepresenting a Skilled Worker's experience, skills, or information (b) impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity; (c) falsely attributing statements to any person; (d) allowing another person to use your account, which is misleading to other Users; (e) falsely stating or implying a relationship with us or with another company with whom you do not have a relationship; (f) falsely stating or implying a relationship with another User; and (g) falsely stating that one Skilled Worker will perform the work on a job when another will in fact perform the work, including submitting a proposal on behalf of a Skilled Worker that is unable, unwilling, or unavailable to do the work.

5. Accessing the Site and Account Security. We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them. To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

6. Intellectual Property Rights. The Site and its entire contents features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site, except as follows: (a) Records of transactions facilitated via the Site; (b) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (c) You may store files that are automatically cached by your Web browser for display enhancement purposes; (d) If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your, provided you agree to be bound by our end user license agreement for such applications. You must not (a) modify copies of any materials from this site; (b) use any illustrations, photographs, video or audio sequences or any graphics from the Site not posted by you; (c) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site; (d) access or use for any commercial purposes any part of the Site or any services or materials available through the Site, excepting the intended Service provided by the Site. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

7. Trademarks. The Company name and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Site are the trademarks of their respective owners.

8. Prohibited Uses. You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site to:

- violate any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;

- Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability;
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack;
- Seek, offer, or endorse illegal, obscene, or pornographic services or activities, including services (i) that would violate the intellectual property rights, including copyrights, of another person, entity, service, product, or website or (ii) that would involve the creation, review, or editing of pornographic, erotic, obscene, or sexually explicit material;
- Post content that is offensive, defamatory, profane, vulgar, obscene, threatening, discriminatory, illegal, pornographic, obscene or sexually explicit in nature;
- Seek, offer, or endorse any services that would violate our Terms of Service or the terms of service of another website or any other contractual obligations;
- Fraudulently billing or attempting to fraudulently bill any Customer, including by (i) falsifying or manipulating or attempting to falsify or manipulate the records regarding any Services provided to or obtained from the Site, (ii) reporting, recording, or otherwise billing Customers for time that was not actually worked, or (iii) reporting, recording, or otherwise billing hours worked by another person as hours worked by you in a way that is misleading or false;
- Express a preference in a job post or proposal or otherwise unlawfully discriminating on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military/veteran status or any basis protected by applicable law;
- Post content that is harassing towards another person or violates the rights of a third party;
- Post identifying information concerning another person;
- Make or demand bribes;
- Make or demand payments without the intention of providing or receiving services in exchange for the payment;
- Engaging in any conduct that is reasonably likely to or that is intended to harm the Site, including (i) imposing an unreasonable or disproportionately large load (in our sole discretion) on the Site's infrastructure; (ii) interfering or attempting to interfere with the proper operation of the Site or Site Services or any activities conducted on the Site; (iii) bypassing any measures we may use to prevent or restrict access to the Site or any subparts of the Site, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; or (iv) attempting to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Site.

9. User Contributions. The Site may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Site. All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material [for any purpose/according to your account settings. You represent and warrant that: (a) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our licensees, successors and assigns, and all of your User Contributions do and will comply with these Terms of Use. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such

content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Site.

10. Monitoring and Enforcement; Termination. We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any violation of these Terms of Use.
- Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES. However, we do not undertake to review all material before it is posted on the Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

11. Content Standards. These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

12. Reliance on Information Posted. The information presented on or through the Site is made available solely for general information purposes and information posted by Site Users, including Skilled Workers and Customers, are the sole responsibility of such Users. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by any User or other visitor to the Site. This Site includes content provided by third parties, including materials provided by its Users. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do

not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

13. Changes to the Site. We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material. Prices are subject to change at any given time, and without notice. Some sizes may be approximate; if you require an exact size, please inquire with Customer Service directly.

14. Information About You and Your Visits to the Site. All information we collect on this site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

15. Online Transactions and Other Terms and Conditions. All purchases through our site or other transactions for the sale of services through the Site or as a result of visits made by you are governed by our [User Agreement - Terms of Service](#), which are hereby incorporated into these Terms of Use. Additional terms and conditions may also apply to specific portions, services or features of the Site. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

16. Links from the Site. If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party Sites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such Sites.

17. Geographic Restrictions. The owner of the Site is based in the state of California in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

18. User Contribution License. When you post User Contribution on the Site or through the Site Services or provide JCSB Industrial Inc with User Contribution, you represent and warrant that you have the right, power, and authority to post that User Contribution and grant the licenses specified below. You further represent and warrant that by posting or providing such User Contribution you will not violate third party rights of any kind, including, without limitation, any Intellectual Property Rights, rights of publicity, and privacy rights. To the extent your User Contribution may be copyrightable, you represent, warrant, and covenant that you are the owner of all the copyright rights to such User Contribution and that JCSB Industrial Inc may exercise the rights to your User Contribution granted under the Terms of Service without any liability or obligation for any payment. You retain all ownership rights in any User Contribution you post on JCSB Industrial Inc. To the extent permitted by applicable law, you also grant to JCSB Industrial Inc and our successors and Affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Contribution and your name, voice, and/or likeness as contained in your User Contribution, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with the Site and JCSB Industrial Inc (and our successors' and Affiliates') business, including, without limitation, for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your User Contribution through the Site and to use, reproduce, distribute, display, and perform such User Contribution to the extent permitted through the normal functionality of the Site and subject to all applicable confidentiality and other provisions of this Agreement, our Privacy Policy, and applicable law. The licenses to User Contribution granted by you in this Agreement will terminate within a commercially reasonable time after you remove or delete your User Contribution from the Site, except that you grant JCSB Industrial Inc and our successors and Affiliates the irrevocable and perpetual license to retain and use, but not publicly display or distribute, server or archival copies of all User Contribution that you have removed or deleted to the extent permitted by applicable law. You may submit comments or ideas about the Site and Site Services, including without limitation about how to improve the Site or Site Services (collectively, "Ideas"). By submitting any Ideas, you agree that: (a) your disclosure is voluntary, gratuitous, unsolicited, and without restriction and will not place JCSB Industrial

Inc under any fiduciary or other obligation, (b) your Ideas do not contain the confidential or proprietary information of third parties, and (c) we are free to use the Ideas without any additional compensation to you and to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission, JCSB Industrial Inc does not waive any rights to use similar or related ideas known or developed by JCSB Industrial Inc or obtained from sources other than you.

19. Disclaimer of Warranties. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT. YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

20. Limitation on Liability. IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. Indemnification. You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Contributions, any use of the Site's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

22. Governing Law and Jurisdiction. All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California

without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of California [in each case located in the City of Los Angeles and County of Los Angeles although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

23. Arbitration. At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

24. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

25. Waiver and Severability. No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

26. Entire Agreement. The Terms of Use, our Privacy Policy, Terms of Service and other published policies constitute the sole and entire agreement between you and JCSB Industrial Inc. with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

27. Your Comments and Concerns. This Site is operated by JCSB Industrial Inc, Inc. All feedback, comments, requests for technical support and other communications relating to the Site should be directed to Sales@jcsbinc.com.

28. Enforcement of Terms and Reporting Violations. We reserve the right, but not the obligation, to investigate any violation of these Terms and may, in our sole discretion, remove, disable access to, or modify any content that violates these Terms and/or suspend the account of any User who may be violating these Terms. We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties, including disclosing User information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of these Terms. If you become aware of any violation of these Terms, you must immediately report it to Customer Service. You agree to assist us with any investigation we undertake and to take any remedial steps we require in order to correct a violation of these Terms.

29. Digital Signature and Electronic Records. By registering for an account on the Site (an "Account"), you are deemed to have executed this Agreement and the other Terms of Service electronically, effective on the date you register your Account or click to accept the Terms of Service, pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (the E-Sign Act) (15 U.S.C. § 7001, et seq.). Your Account registration constitutes an acknowledgement that you can electronically receive, download, and print this Agreement, the other Terms of Service, and any amendments. In connection with the Terms of Service, you may be entitled to receive certain records from us, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Site Services, you give us permission to provide these records to you electronically instead of in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the U.S. Postal Service and other third party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support. If you withdraw your consent to receive such records and notices electronically, we will revoke your access to the Site and the Site Services, and you will no longer be permitted to use the Site or the Site Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we

have a reasonable period to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective. In order to ensure that we can provide records and notices to you electronically, you agree to notify us immediately of any change in your email address by updating your Account information on the Site or by contacting Customer Support. In addition, so that we may communicate with you via the U.S. Postal Service and other third-party mail services, you agree to notify us immediately of any change in your address. To access and retain the records and notices we provide to you electronically, you will need: (a) a valid email address; (b) a computer system that operates on a platform like Windows or Mac; (c) a connection to the Internet; (d) Current Versions of the software, browsers, plug-ins, or other computer applications and programs identified on the Site (Users utilizing other browsers may experience compatibility difficulties); (e) a Current Version of a program that accurately reads and displays PDF files, such as the Current Version of Adobe Acrobat Reader; (f) a computer or device and an operating system capable of supporting all of the above; and (g) a printer to print out and retain records and notices in paper form or electronic storage to retain records and notices in an electronic form. By "Current Version", we mean a version of the software that is currently being supported by its publisher. We may change these requirements from time to time and will update this Agreement accordingly. You should retain a copy of all the records and notices we send to you electronically. By accepting and agreeing to this Agreement and the other Terms of Service electronically, you represent that (x) you have read and understand the above consent to receive records and notices electronically; (y) you satisfy the minimum hardware and software requirements specified above; and (z) your consent will remain in effect until you withdraw your consent as specified above.