

# TERMS OF USE

Quantum (“Company”) provides this website, its features, and services (collectively the “Service”) subject to the following conditions (“Terms”) which constitute a legally binding agreement between you, whether personally or on behalf of an entity (“you”), and Company. The Terms apply to you and all visitors and others who access the Service (“Users”). By clicking the “I Agree” button or accessing or using any part of the website or Service, you signify that you have read, understood and accept the Terms and any policies, notices or other provisions incorporated by reference. Company reserves the right to amend the Terms at any time without notice and such changes are effective immediately upon posting. Please review the Terms frequently for changes because your continued use of the Service constitutes acceptance of any new Terms. If you do not agree to the Terms or any subsequent modification, do not access or use the Service.

Please note the Terms are written in English and to the extent any translated version of the Terms conflicts with the English version, the English version controls.

## USE OF SERVICES

Company offers a collection of online resources which may include news, classified ads, forums, downloads, videos, various e-mail services, and a place to connect with a community of common interest. Use of the Service is permitted solely to Users who are eighteen (18) years or older. Users under 18 may only use the Service with the involvement of a parent or guardian.

The Service is controlled and operated from its facilities in the United States. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the U.S.

Some features of the Service require registering an “Account.” Your Account gives you access to the services and functionality that we may establish and maintain from time to time at our sole discretion. You may never use another User’s Account without permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You must notify Company immediately of any breach of security or unauthorized use of your Account. Company will not be liable for any losses caused by any unauthorized use of your Account.

By providing Company your e-mail address you consent to our using the e-mail address to send you transactional emails required to conduct business with you or Service-related notices, including any notices required by law, in lieu of communication by postal mail. If you choose to opt-in, we may also use your e-mail address to send you other messages including changes to features of the Service and special offers. Unsubscribe links will always be included in special offer messages.

Subject to the Terms, Company grants you a limited, revocable, nonexclusive personal right to access the Service. Company grants you a limited, revocable, and nonexclusive right to create a hyperlink to the Service so long as the link does not portray Company its products or services in a false, misleading, derogatory or otherwise offensive manner. Company reserves all rights not expressly granted herein. Company may terminate this license at any time for any reason or no reason.

Company may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability for any reason, including if in Company's sole determination you violate any provision of the Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by the Terms.

All aspects of the Service are subject to change or elimination at Company's sole discretion. Company reserves the right to interrupt the Service with or without prior notice for any reason or no reason. You agree that Company will not be liable to you for any interruption of the Service, delay or failure to perform.

You are solely responsible for your interactions with all other Users who access the Service. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Company shall have no liability for your interactions with other Users, or for any User's action or inaction.

# USER CONTENT AND CONDUCT

Some areas of the Service may allow Users to post comments, questions, feedback, images, videos, and other information ("User Content"). You are solely responsible for User Content that you upload, publish, display, e-mail, link to or otherwise make available ("post") on the Service.

You grant Company, for any content you post, a perpetual, irrevocable, royalty-free, transferable right and license to use, copy modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to you.

All content that you submit may be used at Company's sole discretion. Company reserves the right to change, condense or delete any content on Company's website that Company deems, in its sole discretion, to violate the content guidelines or any other provision of these Terms. Company does not guarantee that you will have any recourse through Company to edit or delete any content you have submitted. However, Company reserves the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not Company, are responsible for the contents of your submission. None of the content that you submit shall be subject to any obligation of confidence on the part of Company, its agents, subsidiaries, affiliates, partners or third-party service providers and their respective directors, officers and employees.

By submitting any content to Company you represent and warrant that:

- You are the sole author and owner of the intellectual property rights thereto;
- All "moral rights" that you may have in such content have been voluntarily waived by you;
- All content that you post is accurate;
- You are at least eighteen (18) years old;
- Use of the content you supply does not violate these Terms and will not cause injury to any person or entity.

You further agree and warrant not to engage in any of the following prohibited activities:

- Posting content that is known to you to be false, inaccurate or misleading or that may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person;
- Posting content that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy or contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- Posting content that may constitute or contribute to a crime or tort or that violates any law, statute, ordinance or regulation including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising;
- Posting content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, religiously biased or offensive, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;
- Posting content that may create a risk of any other loss or damage to any person or property;
- Posting content that seeks to harm or exploit children in anyway;
- Posting content that is obscene or pornographic in nature;
- Posting content for which you were compensated or granted any consideration by any third party;
- Posting content that includes information that references other websites, addresses, email addresses, contact information or phone numbers;
- Posting content that impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or entity;
- Posting content that includes personal or identifying information about another person without the permission of the other person(s);
- Posting content that constitutes or contains affiliate marketing, link referral code, junk mail, spam, chain letters or unsolicited commercial advertisement.
- Copying, distributing, or disclosing any part of the Service in any medium (other than page caching) without express written permission;
- Using a third-party agent, service, or intermediary that offers to post to the Service on behalf of others;
- Transmitting spam, chain letters, or other unsolicited email;
- Attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service;
- Taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- Uploading invalid data, viruses, worms, or other potentially damaging computer software or files through the Service;
- Collecting or harvesting any personally identifiable information, including account names, from the Service;
- Using the Service for any commercial solicitation purposes in areas which are not designated for such purposes;
- Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- Interfering with the proper working of the Service; or,

- Bypassing the measures we may use to prevent or restrict access to the Service.

You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, misleading, or objectionable, and you agree that Company shall not be liable for any damages you allege to incur as a result of such User Content. You agree that you must evaluate and bear all risks associated with the use of any User Content, that you may not rely on said User Content, and that under no circumstances will Company be liable in any way for any User Content or for any loss or damage of any kind incurred as a result of the use of any User Content posted, e-mailed or otherwise made available via the Service. Company is not responsible for any public display or misuse of your User Content. You acknowledge that Company shall have the right but not the obligation in its sole discretion to refuse, delete, or move any User Content that is available via the Service for any reason.

## COMPANY CONTENT

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music (the "Company Content"), and all intellectual property rights related thereto, are the exclusive property of Company and its licensors. Except as explicitly provided herein, nothing in the Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service, except those materials expressly made available to you on Company's website for your unlicensed use. Use of the Company Content or materials on the Service for any purpose not expressly permitted is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation or attribution to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You agree not to submit an Idea that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you.

## PRODUCTS FROM COMPANY

Company attempts to be as accurate as possible in product descriptions. However, Company does not warrant that product descriptions or other content of the Service is accurate, complete, reliable, current or error-free. If a product offered by Company is not as described, your sole remedy is to return it in unused condition. Please review our [Return Policy](#) for more information.

[Please note that Company cannot confirm the price of an item until you order. Company does not charge your credit card until items have shipped. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.]

The risk of loss for purchased items passes to you upon delivery to the carrier. Please review our [Shipping Policy](#) for more information.

## PRIVACY AND SECURITY

Please review our [Privacy Notice](#), which also governs your use of our Services. Your use of the Service constitutes acceptance of the Privacy Notice and you further acknowledge and agree that Company may in its sole discretion preserve or disclose your User Content as well as your personal information if required to do so by law or in the good faith belief that such action is reasonably necessary to: enforce the Terms, comply with the legal process, respond to claims, and/or protect the rights, property, or personal safety of Company, its Users, or the general public.



# NOTICE OF CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Company's copyright agent. As set forth in the Digital Millennium Copyright Act ("DMCA"), you must provide the following information in writing: (i) identification of the material that is claimed to be infringing and where it is located on the Service; (ii) identification of the copyrighted work that you claim has been infringed; (iii) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; (iv) a statement declaring under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on behalf of the owner; (v) information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and, e-mail address; and (vi) your physical or electronic signature. The information must be submitted to the Company's DMCA Agent by e-mail at [copyright@zebco.com](mailto:copyright@zebco.com) or by mail at:

Copyright Agent

W.C. Bradley/Zebco Holdings, Inc.

Address: 6105 E. Apache

Tulsa, OK 74115

## THIRD-PARTY WEBSITES AND SERVICES

The Service may contain links to co-branded and/or third-party websites and services that are independent from Company and the Service. Company has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party/co-branded websites or services nor makes any representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. If you access a third-party/co-branded website from the Service, you do so at your own risk, and you understand that the Terms and the Privacy Notice do not apply to your use of such sites. You expressly relieve Company from any and all liability arising from your use of any third-party/co-branded website or services or third-party/co-branded owned content. Company encourages you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

Additionally, your dealings with or participation with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings are solely between you and such organizations and/or individuals. You agree that Company shall not be responsible for any loss or damage of any sort relating to any such dealings. If there is a dispute between Users, or between Users and any third-party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other Users, you hereby release Company, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## INDEMNITY

You agree to defend, indemnify and hold harmless Company, its parent and affiliates, agents, managers, and their employees, contractors, agents, officers and directors, and third party service providers from and against any and all claims, damages (actual or consequential), obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) of every kind and nature, known or unknown arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of the Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claims or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

## NO WARRANTY

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY, ITS PARENT, SUBSIDIARIES, AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR THE SECURITY, TIMELINESS,

ACCURACY, RELIABILITY, AND PERFORMANCE OF THE SERVICE AND CONTENT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE OR ANY CONTENT ACCESSIBLE FROM THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

## LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, ITS PARENT AND AFFILIATES, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICE OR ANY LINKS ON THE SERVICE AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICE OR THROUGH ANY LINKS. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL COMPANY, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO COMPANY HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## GENERAL

**Governing Law.** You agree that: (i) the Service shall be deemed solely based in Georgia, USA; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Company, either specific or general, in jurisdictions other than Georgia, USA. The Terms shall be governed by the internal substantive laws of the State of Georgia, USA, without respect to its conflict of laws principles. Any claim or dispute between you and Company that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Columbus, Georgia.

**Notification Procedures.** Company may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by Company in our sole discretion. Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in the Terms and in the Privacy Notice.

**Entire Agreement/Severability.** The Terms, together with any other legal notices and agreements published by Company via the Service, shall constitute the entire agreement between you and Company concerning the Service. If any provision of the Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect. To the extent of any conflict between Company's Privacy Notice and these Terms, these Terms shall control.

**No Waiver.** No waiver of any term of the Terms shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under the Terms shall not constitute a waiver of such right or provision.

These Terms of Use are effective as of and were last updated on August 1, 2014.