

**TERMS OF USE**  
**Last Updated: April 2015**

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Cryogenic Industries, Inc.  
27710 Jefferson Avenue, Suite 301  
Temecula, CA 92590  
Attention: Contracts Administrator

Your access to and use of our Website(s) is subject to the following terms of use (these “**Terms of Use**”) and all applicable statutes, orders, regulations, rules, and other laws. By accessing and browsing the Website, you accept and agree without limitation to be bound by these Terms of Use, which are conditions of permission to access the Website. If you do not agree to these Terms of Use, you must exit the Website immediately.

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You may not (and you expressly agree that you will not) do any of the following, which violate these Terms of Use:

- Post, upload, share, transmit, distribute, facilitate distribution of, or otherwise make available, through or in connection with the Website:
  - Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right.
  - Any material that would give rise to criminal or civil liability; that contains or promotes violence, drug use, illegal gambling or other criminal activity; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as “hacking,” “cracking,” or “phreaking.”

- Any virus, worm, Trojan Horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
  - Any unsolicited or unauthorized advertising, promotional material, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.
  - Any material, non-public information about a company without the proper authorization to do so.
- Use the Website for any fraudulent or unlawful purpose.
  - Use the Website to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about users of the Website.
  - Impersonate any person or entity, including without limitation any representative of Company or an Affiliated Entity; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website; or express or imply that we endorse any statement you make.
  - Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available; or violate any requirements, procedures, policies or regulations of such networks.
  - Restrict or inhibit any other person from using the Website (including without limitation by hacking or defacing any portion of the Website).
  - Use the Website to advertise or offer to sell or buy any goods or services for any business purpose, without Company's express prior written consent.
  - Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website.
  - Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website.
  - Remove any copyright, trademark or other proprietary rights notice from the Website or materials originating from the Website.
  - Frame or mirror any part of the Website without Company's express prior written consent.
  - Create a database by systematically downloading and storing Website Content.
  - Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way gather Website Content or reproduce or circumvent the navigational structure or presentation of the Website.

Additionally, you acknowledge and agree that you (and not Company) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Website, and paying all charges related thereto.

**4. Accuracy of Information You Submit.** You may be permitted to or asked to submit information to the Website. You expressly represent and warrant: (a) that you have the authority

to provide Company with all such information; (b) that all such information may be used by Company for the purposes intended; (c) that all such information shall be true, accurate, and complete; and (d) that you will maintain and update such information as needed, such that the information remains true, accurate and complete. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may terminate your access to or use of the Website, in addition to any other rights or remedies provided by law or equity.

**5. Links To Other Sites.** For the convenience of users of the Website, one or more links to other Internet websites independently operated by third parties including advertisers and other content providers may appear from time to time. Those independent sites may collect data or solicit personal information from you. Except as otherwise indicated, the Internet websites to which links are provided on the Website are not under the control of Company or the Affiliated Entities. Neither Company nor the Affiliated Entities assume any responsibility for the contents, accuracy, completeness, currency, privacy policies, or the information or data collection, use, or disclosure practices of any linked Internet website, or for any potential damage arising out of or in connection with the use of any such link. In addition, the existence of a link between the Website and any other Internet website is not and shall not be understood to be an endorsement by Company or the Affiliated Entities of the opinions or views expressed by the linked Internet website, or of the owner or proprietor of the linked Internet website.

**YOU AGREE THAT YOUR USE OF THIRD PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.**

Company shall have the right, at any time and in its sole discretion, to block links to the Website through technological or other means without prior notice.

**6. No Confidentiality or Other Obligations.** Company does not accept ideas, suggestions, or other submissions, whether pertaining to any Content, the Website, any products or services of Company or any of the Affiliated Entities, or any other matter, under any obligations of any kind, either expressed or implied. **ACCORDINGLY, PLEASE DO NOT SEND US ANY IDEAS, SUGGESTIONS, OR OTHER SUBMISSIONS THAT YOU WISH US TO KEEP CONFIDENTIAL OR FOR WHICH YOU EXPECT TO RECEIVE COMPENSATION.** If you post, disclose, offer, or otherwise make available to us any idea, suggestion, or other submission on or through the Website (whether or not in response to a solicitation made on or through the Website), you agree that such submission is not to be considered to be submitted 'in confidence,' that no confidential relationship exists or shall exist with respect to any use or disclosure of such submission, and that Company has no obligation to you of any kind in connection therewith. Furthermore, you represent that you are free to disclose such submission, that no other party has any trade secret or any other rights in the submission.

**7. Colors.** We have done our best to display as accurately as possible the colors of the products shown on the Website. However, because the colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

**8. Shipping and Warranty Policies.** Where applicable, our Shipping and Warranty policies are located under our Standard Terms and Conditions, downloadable from the Website for your review. We request that you please read our policies thoroughly prior to purchasing products through our Website. Company reserves the right to cancel or modify any order.

**9. Product Pricing. PRICES AND AVAILABILITY OF THE PRODUCTS AND SERVICES LISTED ON THE WEBSITE ARE SUBJECT TO CHANGE WITHOUT NOTICE.** The prices displayed on the Website are quoted in U.S. Dollars and are valid and effective only in the United States. While we strive to provide accurate product and pricing information, pricing or typographical errors may occur. In the event a product or service is listed at an incorrect price due to a typographical error, or any other reason, we shall have the right to refuse or cancel any order placed for such product or service at the incorrect price, even if the order has been confirmed and/or your credit card has been charged. In the event that an item is mispriced, we may, at our discretion, either contact you for instructions or cancel your order and notify you of such cancellation. If your credit card has already been charged for the purchase and your order is cancelled, we shall promptly issue a credit to your credit card account in the amount of the incorrect price.

**10. Order Acceptance.** Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason

**11. Termination of Access.** These Terms of Use are in effect until terminated by Company. In addition to any right or remedy that may be available to Company under applicable law, Company may suspend, limit, or terminate all or a portion of your access to the Website, and/or your rights to use any of the Content, at any time with or without notice and with or without cause, including without limitation, if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Upon any such termination, your right to use the Website will immediately cease. In addition, Company may refer any information on illegal activities, including your identity, to the proper authorities. You agree that Company and the Affiliated Entities shall not be liable to you or any third party for any suspension, limitation, or termination of your access to the Website. Sections 2, 3, 6, 8-11, 13, and 14-22 shall survive any expiration or termination of these Terms of Use.

**12. Privacy.** Company takes the privacy of your personally identifiable information very seriously. Company only collects personally identifiable information that you voluntarily submit through the Website. Personally identifiable information may include information such as your name, postal address, and/or e-mail address, as well as other information such as survey responses. Company does not automatically collect personally identifiable information without your knowledge. Your submission of personally identifiable information through the Website is governed by Company's **Privacy Policy**, which is located at <http://www.cryoind.com/privacy/>

(the “**Privacy Policy**”). These Terms of Use incorporate by reference the terms and conditions of the Privacy Policy.

**13. Disclaimer.** While Company makes reasonable efforts to provide accurate Content through the Website, Company cannot guarantee accuracy. All Content, Submissions and Third Party Content are used by users at their own risk. **THE WEBSITE, INCLUDING ALL SERVICES, CONTENT, SUBMISSIONS AND THIRD PARTY CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE, IS PROVIDED ON AN "AS IS" AND “AS AVAILABLE” BASIS. COMPANY AND THE AFFILIATED ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT, SUBMISSIONS OR THIRD PARTY CONTENT ON THE WEBSITE. FURTHER, COMPANY AND THE AFFILIATED ENTITIES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. COMPANY AND THE AFFILIATED ENTITIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR ANY CONTENT, SUBMISSIONS OR THIRD PARTY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE FOREGOING APPLIES TO ANY INFORMATION IN ANY WEBSITES HYPERLINKED TO THE WEBSITE.**

**IN NO EVENT WILL COMPANY OR ANY AFFILIATED ENTITY BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, AND WITHOUT LIMITATION, NEITHER COMPANY NOR ANY OF ITS SERVICE PROVIDERS WILL BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE OR FROM ANY CONTENT, SUBMISSIONS OR THIRD PARTY CONTENT POSTED ON THE WEBSITE BY COMPANY OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE. THE MAXIMUM LIABILITY OF COMPANY AND ANY AFFILIATED ENTITIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO ACCESS AND USE THE WEBSITE.**

**14. Indemnification.** You agree to defend, hold harmless and indemnify Company, the Affiliated Entities, and their respective officers, directors, employees, consultants, agents,

shareholders, and representatives, from and against any and all claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys' fees and costs), arising out of or in any way connected with: (i) any breach by you of these Terms of Use; or (ii) your use of the Content or services available on the Website in any unauthorized manner.

**15. Severability.** If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use.

**16. Waiver; Remedies.** The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms of Use by you, shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms of Use. The rights and remedies of Company under these Terms of Use shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy.

**17. International Users.** The Website is controlled, operated and administered by Company (or its licensees) from its offices within the United States of America and is not intended to subject Company to the laws or jurisdiction of any state, country or territory other than that of the United States. Company does not represent or warrant that the Website or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. Those who choose to access the Website do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws. You are also subject to United States export controls and are responsible for any violations of such controls, including without limitation any United States embargoes or other federal rules and regulations restricting exports. Company may limit the Website's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

**18. Filtering.** Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two websites GetNetWise (<http://www.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that Company does not endorse any of the products or services listed at such site.

**19. Contact Us; Questions or Complaints.** Should you have any questions regarding these Terms of Use, please submit them through [info@cryoind.com](mailto:info@cryoind.com).

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Website, please send an e-mail to [info@cryoind.com](mailto:info@cryoind.com). You may also contact us by writing to:

Cryogenic Industries, Inc.  
27710 Jefferson Avenue, Suite 301  
Temecula, CA 92590

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**20. Digital Millennium Copyright Act Notice.** Company is committed to complying with U.S. copyright and related laws, and requires all users of the Website to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Website in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. It is Company’s policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the service provided to any user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Company believes in its sole discretion is infringing these rights. Any user who feels that a Submission is objectionable or infringing may send a notice under the DMCA to Company. Upon our receipt of a proper notice of claimed infringement under the DMCA, Company will seek to respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Submission in issue. The Company-designated agent (i.e., proper party) to whom you should address such notice is: Cryogenic Industries, Inc., 27710 Jefferson Avenue, Suite 301, Temecula, CA 92590 Attn: Marketing Department; (951) 677-2081.

**21. Governing Law; Forum.** The laws of the State of California shall govern these Terms of Use, without regards to its principles of conflicts of law. **YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS LOCATED IN THE STATE OF CALIFORNIA, AND WAIVE ANY OBJECTION TO SUCH COURTS, INCLUDING WITHOUT LIMITATION ON THE BASIS OF JURISDICTION, VENUE OR INCONVENIENCE OF THE FORUM.**

**22. Miscellaneous.** These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. By using the Website, you agree to be bound by these Term of Use, and to the extent that any or all terms of these Terms of Use are inconsistent with any agreement, written or oral, you may have previously or contemporaneously entered into and/or signed with Company with respect to the subject matter herein, you acknowledge and agree that the terms of these Terms of Use shall supersede such other agreement and prevail. Notices to you may be made via posting to the Website, by e-mail, or by regular mail, in Company's discretion (in the latter two situations, via the most recent address that we have on file). The Website may also provide notices of changes to these Terms of Use or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms of Use and of any notice given in



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