

## **Terms and Conditions**

### **Agreement between user and titaniumrq.net**

Welcome to titaniumrq.net. The titaniumrq.net website (the "Site") is comprised of various web pages operated by Titanium Software LLC. titaniumrq.net is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of titaniumrq.net constitutes your agreement to all such Terms. Please read these Terms carefully, and keep a copy of them for your reference.

titaniumrq.net is a Surveys/Questionnaire Site

The Titanium Software Respiratory Questionnaire is a physician designed system that is intended to allow clients to easily provide individuals (whether they are employed or are being evaluated for a post-offer pre-placement position) the ability to receive medical clearance to wear respirator equipment. This is achieved by providing an electronically signed document from a certified physician (licensed in the state of Washington) in response to the individual answering the OSHA mandated eligibility questionnaire. The system allows the client to buy questionnaires and send them to client designated individuals to be completed and submitted. The records of the completed questionnaires are then retained via a signed document that provides immediate feedback on the clearance status of the individuals. The system allows employers to create an account, purchase questionnaires, and distribute questionnaires instantly and 24/7.

THESE TERMS APPLY TO CLIENTS AND THE INDIVIDUALS WHO USE THE SERVICES PROVIDED BY TITANIUM SOFTWARE LLC.

### **Privacy**

Your use of titaniumrq.net is subject to Titanium Software LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting titaniumrq.net or sending emails to Titanium Software LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your account**

If you use this site or purchase services offered by this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer or allow access to your account to any other person or entity. You acknowledge that Titanium Software LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. Titanium Software LLC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Titanium Software LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use titaniumrq.net only with permission of a parent or guardian.

#### **Links to third party sites/Third party services**

titaniumrq.net may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Titanium Software LLC and Titanium Software LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Titanium Software LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Titanium Software LLC of the site or any association with its operators.

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#### **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use titaniumrq.net strictly in accordance with these Terms of use. As a client, your use is limited to the number of reports you purchase. As a user, your use is limited to the one-time access link provided to you by the client. As a condition of your use of the Site, you warrant to Titanium Software LLC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and will use the site solely for its intended purpose which is evaluating medical certification necessary for the use of a respirator. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

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not grant you any licenses, express or implied, to the content and intellectual property of Titanium Software LLC or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by Titanium Software LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all applicable laws. You agree that you will not use the Titanium Software LLC content accessed through titaniumrq.net in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Titanium Software LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Titanium Software LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Titanium Software LLC in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Titanium Software LLC

agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Liability disclaimer**

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**Termination/access restriction**

Titanium Software LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted

by law, this agreement is governed by the laws of the State of Washington and you hereby consent to the exclusive jurisdiction and venue of courts in Washington in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Titanium Software LLC as a result of this agreement or use of the Site. Titanium Software LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Titanium Software LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Titanium Software LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision may be modified by a court of law in a manner that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Titanium Software LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Titanium Software LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Changes to Terms**

Titanium Software LLC reserves the right, in its sole discretion, to change the Terms under which titaniumrq.net is offered. The most current version of the Terms will supersede all previous versions. Titanium Software LLC encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Titanium Software LLC welcomes your questions or comments regarding the Terms:

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Effective as of January 01, 2017

