

WEB SITE TERMS OF USE AGREEMENT

This Terms of Use Agreement (“Agreement”) constitutes a valid, binding contract between you and Frederick Engineering, Inc. owner and operator of www.fetest.com with respect to the use of this website (the “Site”). The products and services of Frederick Engineering, Inc. are provided subject to compliance with the terms of this Agreement. Your use of this Site signifies and constitutes your acceptance of this Agreement, as it may be amended from time to time. Please read this Agreement carefully as it forms a binding contract between you and Frederick Engineering, Inc.. Please print a copy of this agreement for your records.

Frederick Engineering, Inc. takes the issue of privacy on the Internet very seriously. To view our privacy policy, [click here](#)

To immediately view our INDEMNIFICATIONS, DISCLAIMERS AND LIMITATIONS OF LIABILITY, [click here](#) . We ask that you read this entire agreement, as you are bound by all of its terms.

Personal Use of Contents

The content of this Site is for your personal, noncommercial use. Content copied, downloaded or printed must retain all copyright, trademark and other proprietary notices. For commercial use of any portion of the contents you must secure the written consent from the appropriate content provider.

Use of Site

Your use of the Site is at the sole discretion of Frederick Engineering, Inc., which may deny you further use of the Site at any time, for any reason, with or without cause. Neither your use of the Site nor registration entitles you to continue to use the Site.

In order for us to provide services through this Site, you must provide true, accurate and current information about yourself as prompted by the Site's registration form. Frederick Engineering, Inc. is not responsible for transactions resulting from information you provide that is untrue, inaccurate, incomplete or fraudulent.

Your use of the Site must always comply with applicable law. In particular, but without limitation, you agree to represent that you will not use the Site to: impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity; upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, network, hardware or telecommunications equipment.

Links to Other Sites

The Site may contain links to third party websites. Such third party websites are not under the control of Frederick Engineering, Inc.. Please note that Frederick Engineering, Inc. is not responsible for the accuracy or content of websites of other providers which may have links from this Site. Accordingly, Frederick Engineering, Inc. can make no representation concerning the content of these sites to you, nor can the fact that Frederick Engineering, Inc. has provided this link serve as an endorsement by Frederick Engineering, Inc. of this or any other site. In creating hypertext links to any other website, Frederick Engineering, Inc. is not recommending that website or giving any assurances as to its standing. Frederick Engineering, Inc. is providing this link only as a convenience to you. The inclusion of these links is not intended to reflect their importance, nor is it intended to endorse any views expressed, or products or services offered, on these outside sites, or the organizations sponsoring the sites. Frederick Engineering, Inc. makes no warranties, explicit or implied, regarding the performance of the links, the performance of outside sites or the contents of the outside sites. If you decide to access linked third party websites, you do so at your own risk.

Registration and Pin Numbers

Frederick Engineering, Inc. encourages you to register in order to take full advantage of the information available on this Site. To make your experience easier and more convenient, we will store your registration information for future use. The information we store may include your name, social security number, and mailing and e-mail address. We may use the information you provide to electronically send you information related to this Site. Please refer to our privacy policy to learn about what information Frederick Engineering, Inc. collects and why. In consideration of your use of the Site as a registered user, you agree to:

Provide true, accurate, current and complete information about yourself as prompted by the Site's registration form; and Maintain and promptly update the registration information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Frederick Engineering, Inc. has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Frederick Engineering, Inc. has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD FREDERICK ENGINEERING, INC. COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION CLAIMS BASED UPON THE NEGLIGENCE OF FREDERICK ENGINEERING, INC., ARISING FROM OR RELATED TO YOUR USE OF THE SITE, THE MATERIALS IT CONTAINS, AND ANY SITES LINKED TO THIS SITE.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FREDERICK ENGINEERING, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, QUALITY, PERFORMANCE, NON-INTERFERENCE WITH INFORMATION, AND ACCURACY OF INFORMATION PROVIDED HEREUNDER, OUR EFFORTS, OR THE SITE WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS. FREDERICK ENGINEERING, INC. MAKES NO WARRANTY THAT: YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, OR THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FREDERICK ENGINEERING, INC. OR THROUGH THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limitations and Exclusions of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT FREDERICK ENGINEERING, INC. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FREDERICK ENGINEERING, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

THE USE OR THE INABILITY TO USE THE SITE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR ANY OTHER MATTER RELATING TO THE SITE IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY OF THE INFORMATION CONTAINED THEREON, OR REFUSE TO ABIDE BY THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE. NOTWITHSTANDING THE FOREGOING, FREDERICK ENGINEERING, INC.'S LIABILITY TO YOU SHALL BE LIMITED IN ALL INSTANCES TO THE SUM OF PAYMENTS MADE FOR PRODUCTS PURCHASED THROUGH THIS SITE, BUT IN NO CASE SHALL SUCH AMOUNT EXCEED \$100.00. YOU FURTHER AGREE NOT TO JOIN IN ANY LAWSUIT WITH ANOTHER PERSON OR SERVE AS A CLASS REPRESENTATIVE OF ANY CLASS ACTION LAWSUIT AGAINST FREDERICK ENGINEERING, INC. ARISING OUT OF THE USE OF THE SITE.

FREDERICK ENGINEERING, INC. SHALL NOT BE HELD LIABLE FOR ANY REPRESENTATIONS ON THIRD PARTY SITES IN RELATION TO THE INFORMATION PROVIDED IN THIS SITE.

Intellectual Property Rights

The Site is protected by copyright, trademark, trade dress and other intellectual property rights.

Frederick Engineering, Inc. grants you a personal, revocable, non-transferable, and non-exclusive right and license to use the object code of the Site on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software for the Site except and only to the extent that such activity is permitted by applicable law notwithstanding this limitation.

The Frederick Engineering, Inc. logo, and other trademarks, service marks, logos, product names, slogans, and service names (collectively, the "Marks") are owned or licensed by Frederick Engineering, Inc.. You agree not to copy, display or otherwise use any of the Marks without the prior written permission of Frederick Engineering, Inc.. The entire Site, and all object code and source code, text, graphics, multimedia content, including but not limited to images, illustrations, audio and video clips, html and other mark up languages, and all scripts within the site associated therewith, are copyright © 2006, Frederick Engineering, Inc.. All rights reserved.

Digital Millennium Copyright Act

You agree not to upload or transmit any communications or content of any type that infringes or violates any rights of any party. It is our policy not to permit materials known by us to be infringing to remain on the site. Frederick Engineering, Inc. has made every effort to secure appropriate clearances for all proprietary intellectual properties used on this site. If you believe any material on this site is infringing, please contact us immediately.

Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. § 512(c)(3)) before sending your claim.

Upon receipt of notice of claimed infringement, we will 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 content at issue.

Modification

Frederick Engineering, Inc. may update, revise, supplement, modify or amend this Agreement at any time. Any updates, revisions, supplements, modifications or

amendments shall be effective immediately upon its posting on the Site. You agree that you will be bound by this Agreement, however and whenever it is updated, revised, supplemented, modified, or amended, whether you have actual or constructive notice of, and whether you have used or continue to use the Site after, the updates, revisions, supplements, modifications or amendments.

Entire Agreement

This Agreement constitutes the entire agreement between you and Frederick Engineering, Inc. with respect to your use of the Site. There are no other representations, warranties, terms, agreements or conditions, either written or oral, with respect to your use of the Site except as set forth in this Agreement, and there has been no reliance by you upon any such representations, warranties, terms, agreements or conditions.

Severability

If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions.

Governing Law and Venue

This Agreement, the entire relationship between you and Frederick Engineering, Inc., and any litigation or other legal proceeding between you and Frederick Engineering, Inc. (whether grounded in tort, contract, statute, law or equity) shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to its choice of law rules.

This contract is fully performable in Maryland . Any litigation arising between the parties hereto shall be brought only in the state or federal courts having subject matter jurisdiction in Maryland . You hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party thereto.

Termination

Frederick Engineering, Inc. may terminate your right to use this Site, with or without cause at any time in its sole discretion, including, without limitation, your violation of this Agreement, failure to provide accurate registration data, and lack of use. In the event of termination, all representations, warranties, indemnifications, and promises made by you shall survive.

Contact Information

If you have a comment, question or request, or if you need to contact Frederick Engineering, Inc. for any other reason, there are three easy ways to do so.

E-mail: You can e-mail us at fe@fetest.com

Telephone: You may call us at 1-410-789-7890 . If you call after normal business hours, please leave a message and your telephone number. We will get back to you as quickly as possible. Normal business hours are Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern standard time.

U.S. Mail: Send to:
Frederick Engineering, Inc.
832 Oregon Avenue
Suite M
Linthicum, MD 21090