

CPSIA Registry

Terms of Service Agreement

Last modified February 5, 2012

The following are the terms and conditions for use of CPSIA Registry service (the "Service") between CPSIA Registry LLC. ("CPSIA Registry") and you (either an individual or a legal entity that you represent as an authorized employee or agent). Please read them carefully.

BY CLICKING THE "I ACCEPT" BUTTON OR CHECKING THE ACCEPT CHECKBOX DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF CPSIA REGISTRY'S ONLINE SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE.

The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

You also agree to CPSIA Registry's Acceptable Use Policy the current version of which is posted at <http://www.CPSIAregistry.org/acceptable-use-policy.aspx>.

DEFINITIONS

"Account" refers to the billing account for the Service.

"Account Capacity" refers to the resources such as the number of DataPages and administrative logins, amount of storage, data transfer, API calls, and outgoing emails allocated to the Account. CPSIA Registry Accounts are offered in several packages each with a different level of Account Capacity.

"Customer Data" means the data in tables and files stored in your account that is collected through use of CPSIA Registry software or imported to your account.

"DataPage" refers to the set of information that you have defined in your Account using CPSIA Registry Software to direct the Processing Software to perform tasks such as displaying forms and other Website components for the purposes of capturing data, updating data, displaying data, authenticating users, retrieving lost passwords, and generating emails.

"Processing Software" means the proprietary CPSIA Registry software that processes inquiries to DataPages of your account.

"Deploy Code" means, collectively, the proprietary CPSIA Registry software, that is installed on a web page for the purpose of accessing a DataPage, together with any on-line documentation, and any fixes, updates and upgrades provided to you. The Deploy Code also refers to a URL, or the address of a web page, containing a link to the Service and an Application Key.

"Application Key" means, the proprietary string of characters, also known as a key, which is generated by the Software to uniquely identify DataPages.

"Servers" mean the servers controlled by CPSIA Registry and its suppliers upon which the Processing Software and Customer Data are stored.

"Service" means the web-based CPSIA Registry service that provides repository, tools, and services to capture, publish, and manage data through web pages or web-based and mobile programs.

"Software" means the Deploy Code, the Processing Software and the Application Key.

"Website" means the collection of pages containing the Deploy Code.

MEMBER ACCOUNT, PASSWORD, AND SECURITY

To register for the Service, you shall provide CPSIA Registry with current, complete and accurate information as prompted by the registration form, including your e-mail address. A temporary password is generated and you are advised to change it to your desired password. You are solely responsible for any and all activities that occur under your Account. You shall agree to notify CPSIA Registry immediately upon learning of any unauthorized use of your Account or any other breach of security. From time to time, CPSIA Registry support staff may log in to the Service under your Account in order to maintain or improve service, including providing you assistance with technical or billing issues. You hereby acknowledge and consent to such access.

NONEXCLUSIVE LICENSE

Subject to the terms and conditions of this Agreement, you may remotely access the Service through CPSIA Registry's web site or our affiliates' and partners' web sites. Your use of and access to the Software and the Service is conditioned upon the following:

You shall not (i) copy, modify, adapt, translate or otherwise create derivative works of the Software, or permit others to do so; (ii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, except to the extent expressly permitted by the law in effect in the jurisdiction in which you are located, or permit others to do so; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Deploy Code or the Service; (iv) remove any proprietary notices or labels on the Deploy Code or placed by the Service; or (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; (vi) build a product using similar ideas, features, functions or graphics of the Service, or (vii) copy any ideas, features, functions or graphics of the Service. You shall use the Software, Service and Reports solely for your own use, and will not make the Software or Service available for timesharing, application service provider or service bureau use. You shall comply with all applicable laws and regulations in your use of and access to the Software and Service.

Unless otherwise agreed in writing between CPSIA Registry and you, you may not use or access the Service if you are (i) an entity or individual that markets, distributes or provides database software or services or (ii) an entity or individual that will access or use the Service on behalf of an entity or individual that markets, distributes or provides database software or services.

This license will terminate immediately if you fail to comply with the terms of this Agreement. Upon such termination, you shall destroy all originals and copies of the Deploy Code in your possession and cease any further use of the Service without the express written consent of CPSIA Registry.

USAGE RULES

You may not access the Service if you are a direct competitor of CPSIA Registry, except with CPSIA Registry's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

The Service is offered to you to help you with the operation of your business. You agree not to use the products or services provided through or in connection with the Service to: (i) conduct any business that is unlawful, (ii) infringe or otherwise violate a third party's rights, (iii) collect information about third parties, without their express consent; (iv) interfere with or disrupt the CPSIA Registry's service or servers, (v) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (vi) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (vii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (viii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (ix) attempt to gain unauthorized access to the Service or its related systems or networks.

CPSIA Registry reserves the right to disclose any information or materials as necessary to satisfy any applicable law, regulation, legal process or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, from CPSIA Registry's Servers, at CPSIA Registry's sole discretion, without any notice.

FEES

CPSIA Registry charges and collects in advance for use of the Service. The fees for your selected package is posted in your account, unless otherwise stated on a valid written or electronic purchase order (which has been accepted by CPSIA Registry in writing); provided, however, that any additional or conflicting terms contained in any purchase order, standardized form or correspondence shall be null and void unless such terms and conditions are contained in an amendment to this Agreement duly executed by both parties hereto. CPSIA Registry reserves the right to suspend or terminate your access to the Service for your failure to remit payment in a timely manner. CPSIA Registry may change its fees and payment policies for the Service from time to time. The changes to the policy are effective after CPSIA Registry provides you with at least thirty (30) days notice of the changes by posting the changes at <http://www.CPSIArRegistry.org>. All pricing terms are confidential, and you agree not to disclose them to any third party. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using the Service. All payment obligations are non-cancelable and all

amounts paid are nonrefundable. It is your responsibility to make the appropriate changes and notify CPSIA Registry if your credit card has expired.

In addition to any other rights granted to CPSIA Registry herein, CPSIA Registry reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for the Service during any period of suspension. If you or CPSIA Registry initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section. You agree that CPSIA Registry may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

CPSIA Registry imposes a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that CPSIA Registry has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

You agree to provide CPSIA Registry with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, CPSIA Registry reserves the right to terminate your access to the Service in addition to any other legal remedies.

If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

ADDITIONAL USAGE FEES

You understand and agree that you are responsible for monitoring and maintaining your Account within all plan-specific limits. You are responsible to (a) upgrade your account to a level that sufficiently meets your usage, or (b) reduce the usage of your account so that its usage remains within the limits of your chosen Service. If you fail to take one of the two actions and exceed your Account Capacity, additional usage fees will apply as stated on the CPSIA Registry Bridge pricing page at

<http://www.CPSIAregistry.org>. Account Capacity usage shall be determined solely by CPSIA Registry's statistical information and policies and is available within your account. Unused monthly allotments shall not accrue or carry over from one month to any other month.

AGREEMENT TERM AND AUTOMATIC RENEWAL

This Agreement begins on the day your account is created and is reset anytime your account is converted from one package to another, and unless earlier terminated in accordance with this Agreement, will continue for one month at a time, except for Corporate and Enterprise accounts which continue for one year at a time.

Unless the Agreement is earlier terminated in accordance with its terms or unless a specific new Agreement term is requested by you and accepted by CPSIA Registry in writing, this Agreement shall automatically renew at the end of each prior Agreement Term, either for the same period of time as the prior Agreement Term or for one calendar month, whichever is longer. When a new Agreement term begins, the then current Service Agreement shall apply.

FREE PACKAGES

Users of CPSIA Registry free accounts additionally agree that you (i) do not use more capacity and resources than allocated to your account, (ii) do not hide or otherwise tamper with CPSIA Registry branding on your DataPages, (iii) maintain accurate and up to date contact and billing information, (iv) do not sign up for more than one free account, and (v) agree to receive sales and marketing emails from us and our partners.

CPSIA Registry at its sole discretion immediately terminates your service, upgrades your package to paying, or charges appropriate fees if any of the requirements above are not met.

CPSIA Registry free accounts stop operating during the month once the allocated monthly limits are reached. At such time your applications become unusable until the beginning of your next monthly cycle. You agree that CPSIA Registry is not liable for any loss or damage caused as a result of this practice.

CPSIA Registry reserves the right to discontinue free packages at any time at its sole discretion.

PRIVACY

By registering for the Service and implementing the Deploy Code, you authorize CPSIA Registry to collect, store and process Customer Data subject to the terms of this Agreement and the CPSIA Registry Privacy Policy ("Privacy Policy"), the current version of which is posted at <http://www.CPSIAregistry.org/privacy-statement.aspx>, and you represent and warrant that the collection, storage and processing of such Customer Data, as provided in this Agreement and consistent with the Privacy Policy, does not breach or violate any contractual or legal obligations that you may have to visitors to the Website and the users of the DataPages built and served through the Service. You further understand and agree that the Privacy Policy may change from time to time.

When you initially create an account, you will be asked whether or not you wish to receive marketing and other non-critical Service-related communications from CPSIA Registry and our partners from time to time. You may opt out of receiving such communications at that time or at any subsequent time by changing your preference under Account Information. Personal and Free account users will not have the option of opting out unless they terminate their Personal or Free account or upgrade to a paying account. Note that because the Service is a hosted online application, CPSIA Registry occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service. If you become a paying customer of the Service, you agree that CPSIA Registry can disclose the fact that you are a paying customer and the edition of the Service that you are using.

You shall ensure that during use of the Service, the Website shall have a privacy policy that (i) clearly and conspicuously notifies visitors to the Website that the Website is using DataPages hosted by CPSIA Registry; (ii) provides a direct link to the Privacy Policy web-page with the following language, "You should refer to the CPSIA Registry Privacy Policy to learn how they collect and use information. You can find CPSIA Registry Privacy Policy here: <http://www.CPSIAregistry.org/privacy-statement.aspx>"; (iii) otherwise fully complies with applicable law; and (iv) protects privacy in a manner consistent with the Privacy Policy and with the principles of an industry-approved privacy certification program in the applicable jurisdiction (e.g., TRUSTe).

SERVICE LEVEL AGREEMENT

Some CPSIA Registry packages, as shown on the Pricing page at <http://www.CPSIAregistry.org>, include a Service Level Agreement (SLA). This section exclusively applies to accounts with SLA.

99.9% UPTIME GUARANTEE

We provide a 99.9% uptime guarantee. This means that for any given month, while unlikely, it is possible that CPSIA Registry may experience an average downtime of up to 2678 seconds excluding scheduled maintenance. If an outage exceeds a cumulative of 2678 seconds in a month, we will credit 5% of the Customer's base monthly recurring fee for the affected account, per hour of downtime, up to 100% of the base monthly recurring fee.

This guarantee covers CPSIA Registry's internal infrastructure including application and database servers, routers, switches, the cables connecting them, and connectivity to our backbone providers. This guarantee does not cover email delivery.

MAINTENANCE

Scheduled Maintenance means any maintenance on the equipment and services that affect the uptime of CPSIA Registry, for which Customer is notified at least 24 hours in advance.

Notice of Scheduled Maintenance will be provided to Customer's designated Point of Contact by a method elected by CPSIA Registry (email or telephone). Nothing in this agreement shall prevent CPSIA Registry from conducting emergency maintenance on an as-needed basis. In the event that scheduled maintenance may unduly affect Customer's operations, it shall be the Customer's responsibility to so notify CPSIA Registry Technical Support via our customer support telephone to discuss any necessary arrangements.

TECHNICAL SUPPORT AND EMERGENCY SUPPORT

CPSIA Registry provides Technical Support during our regular business hours (Central Standard Time). Technical Support is available via phone, and Support portal at <http://support.CPSIAregistry.org>.

CPSIA Registry Technical Support is for official features of CPSIA Registry. Our technical support staff is unable to assist you with issues and questions regarding customizations, undocumented features, and your infrastructure or third-party products, programs or services.

If we fail to meet the guaranteed support response times outlined in this agreement, we will credit 5% of your base monthly recurring fee for the affected account, per hour of delay, up to 100% of the base monthly recurring fee.

CPSIA Registry reserves the right to change the manner in which Support is requested.

CREDIT PROCEDURES AND EXCEPTIONS

Customers must notify us via email to sla@CPSIAregistry.org or via phone to 1.800.000.0000, indicating that they wish to pursue their rights as guaranteed by this SLA within 2 days of reporting the incident to be eligible for credit under the various Guarantees. We are not required to provide SLA-guaranteed services or credits to Customers who are in default of their contractual obligations. Upon opening a support ticket, we will ascertain whether the problem exists within our Infrastructure. If the problem is within our Infrastructure, we will measure downtime from the time we were notified of the incident to the time that the incident has been resolved.

Credits shall not be allowed for conditions (i) caused by Customer or others authorized by Customer to use the Services under the Agreement; (ii) due to the failure of power, facilities, equipment, systems or connections not provided by CPSIA Registry; (iii) caused by the failure of third party service to CPSIA Registry; (iv) the result of scheduled maintenance or upgrades where Customer has been notified in advance; (v) attacks (i.e. hacks, denial of service attacks, viruses) by third parties, and other acts not caused by CPSIA Registry and (vii) events of force majeure, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labor dispute (outside of CPSIA Registry's own employees), government act, or failure of the Internet.

Total credit in any given month will not exceed the monthly recurring fee CPSIA Registry receives for the particular CPSIA Registry Bridge account. CPSIA Registry will issue the customer a credit (or by check/wire if credit occurs in final service month), which will be applied to the invoice in the month following the applicable event.

Credits are accumulated monthly with Monthly Cumulative Downtime and Monthly Cumulative Support Lateness being reset at the beginning of each calendar month. Any two consecutive months in which Monthly Cumulative Downtime is in excess of 270 minutes or Monthly Cumulative Support Lateness is in excess of 270 minutes would be considered a breach of contract by CPSIA Registry and Customer would have the option to terminate with cause.

CPSIA Registry monitoring/ticketing systems shall be the information source of record for the accumulation of Monthly Cumulative incidents.

FORCE MAJEURE

Notwithstanding anything to the contrary in this agreement, CPSIA Registry shall not have failed to meet any service level described in this agreement to the extent such failure is a result of any cause or event outside of the reasonable control of CPSIA Registry, LLC, including without limitation Internet outages, power outages, DNS attacks, third party actions or inactions, and actions or inactions of Company personnel, their affiliates and vendors.

ACCOUNT INFORMATION AND DATA

CPSIA Registry does not own any data, information or material that you or your users submit to your Account in the course of using the Service "Customer Data". You, not CPSIA Registry, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and CPSIA Registry shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. CPSIA Registry reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and CPSIA Registry shall have no obligation to maintain or forward any Customer Data.

TAXES

CPSIA Registry shall not be liable for taxes and other governmental fees and assessments to be paid which are related to purchases made from you or from the CPSIA Registry's server. You agree that you shall be solely responsible for all taxes, fees, and assessments of any nature associated with products or services sold through the use of or with the aid of Services provided to you by CPSIA Registry.

SECURITY AND STORAGE OF INFORMATION

CPSIA Registry has security measures in place to help prevent the loss, misuse or adulteration of Customer Data stored on the Servers. These measures include Secure Socket Layer encryption and the use of a firewall. Any question or concern about security can be addressed to CPSIA Registry Support. Notwithstanding the foregoing, CPSIA Registry shall have no obligation or responsibility to preserve, archive, store or otherwise protect the integrity of the Customer Data against corruption, deletion or destruction once this license is terminated. Customer Data is not stored for an indefinite amount of time.

ENHANCING AND MODIFYING THE SERVICE

CPSIA Registry reserves the right to enhance, upgrade, or modify the Service with or without notice to you. CPSIA Registry shall not be liable to you or any third party should CPSIA Registry exercise its right to enhance or modify the Service.

INDEMNIFICATION

You shall indemnify, hold harmless and defend CPSIA Registry, at your expense, against any and all third-party claims, actions, proceedings, and suits brought against CPSIA Registry or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by CPSIA Registry or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) your breach of this Agreement, (ii) your negligence or willful misconduct in connection with the Services, or (iii) your violations of applicable law in connection with the Services.

THIRD PARTY TERMS

If you provide access to your DataPages, your Account or any portion thereof to any third party or use the Service to collect information from or on behalf of any third party ("Third Party"), whether or not you are authorized to do so by CPSIA Registry, the terms of this Section shall apply to you.

You shall ensure that each Third Party abides by the terms of this Agreement. Any information of a Third Party that is considered confidential information of such Third Party shall be treated as confidential by you and shall not be disclosed to any other third party. Each Third Party shall be considered a customer of you, and not a customer of CPSIA Registry; provided, however, that CPSIA Registry reserves the right to enforce the terms of this Agreement against such Third Parties and you shall provide that CPSIA Registry is a third party beneficiary with respect to your agreement with the Third Party.

CPSIA Registry makes no representations or warranties for the direct or indirect benefit of any Third Party. With respect to Third Parties, you shall take all measures necessary to disclaim any and all representations or warranties that may pertain to CPSIA Registry, the Service or the Software, or use thereof. You shall indemnify, hold harmless and defend CPSIA Registry, at your expense, against any and all third-party claims, actions, proceedings, and suits brought against CPSIA Registry or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by CPSIA Registry, or any of its officers, directors, employees, agents or affiliates,

arising out of or relating to (i) any representations and warranties made by you concerning any aspect of the Service or the Software to Third Parties; (ii) any claims made by or on behalf of any Third Party pertaining directly or indirectly to your use of the Service or the Software; (iii) violations of your obligations of privacy to any Third Party; and (iv) any claims with respect to acts or omissions of Third Parties in connection with the Services or the Software that would otherwise be a breach of this Agreement by you.

DISCLAIMER OF WARRANTIES

The information and services included in or available through the Service, including DataPages, may include inaccuracies or errors. CPSIA Registry does not warrant or represent that the use of the Service or the DataPages will be correct, accurate, timely or otherwise reliable. You specifically agree that CPSIA Registry shall not be responsible for unauthorized access to or alteration of the Customer Data or data from the Website.

THE SERVICE, THE SOFTWARE AND DATAPAGES ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY CPSIA REGISTRY, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICE, THE SOFTWARE AND DATAPAGES, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. CPSIA REGISTRY DOES NOT WARRANT THAT THE SERVICE, THE SOFTWARE OR REPORTS WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS, OR THAT ERRORS WILL BE FIXED, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICE. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

INTERNET DELAYS

CPSIA REGISTRY'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CPSIA REGISTRY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

LIMITATION OF LIABILITY

CPSIA REGISTRY SHALL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA COLLECTED THROUGH THE SERVICE), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF CPSIA REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOREGOING PARAGRAPH.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS AND THE FOREGOING PARAGRAPH MAY NOT APPLY TO YOU.

CPSIA Registry's cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the total fees paid by you to CPSIA Registry for use of the Service.

PROPRIETARY RIGHTS NOTICE

Title, ownership rights, and intellectual property rights in and to the Software, CPSIA Registry's confidential information, and any other CPSIA Registry information and materials, and the Service shall remain with CPSIA Registry. CPSIA Registry reserves all rights not expressly granted to you in this Agreement.

CUSTOMER REFERENCE

You hereby grant CPSIA Registry the right to use your trade name and/or your corporate logo in connection with CPSIA Registry's promotional materials and/or website to identify you as a customer of CPSIA Registry.

CONFIDENTIALITY

You may have access to information that is confidential to CPSIA Registry ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. CPSIA Registry's Confidential

Information shall include, but not be limited to, the Service, Software, documentation, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, licensee names, prospective licensee names, the terms and pricing under this Agreement, and the results of any comparative or other benchmarking tests with respect to the Service or the Software, in each case regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that you are obligated to treat as confidential and oral information that is identified by CPSIA Registry as confidential. This obligation of confidentiality does not apply to any information that is or becomes a part of the public domain through no act or omission by you, was in your lawful possession prior to the disclosure without any restriction on disclosure, or is independently developed by you without use of or reference to such Confidential Information. If you are required to disclose such Confidential Information to any court or government authority, then you agree to provide CPSIA Registry with sufficient written notice prior to your disclosure. Such obligations of confidentiality shall survive any termination of this Agreement.

You agree, unless required by law, not to make Confidential Information available in any form to any third party (including but not limited to entities or individuals that market, distribute or provide web database software or services) except to your employees or agents who are required to know to allow you to exercise your rights under this Agreement, or to use the Confidential Information for any purpose other than in the performance of this Agreement. You shall not disclose the results of any performance tests of the Software or Service to any third party without CPSIA Registry's prior written approval. You agree to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by your employees or agents in breach of this Agreement. You acknowledge and agree that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this section of the Agreement and that such breach would cause irreparable harm to CPSIA Registry; therefore CPSIA Registry shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

U.S. GOVERNMENT RIGHTS

If the use of the Service is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the Software, including its rights to use, modify, reproduce, release, perform, display or disclose the Software or Documentation, shall be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

TERMINATION

This Agreement and the license granted herein will terminate automatically if you fail to comply with the limitations described above. Upon termination, you must remove the Deploy Code and all other CPSIA Registry materials and information from your Website.

At any time, either party may terminate the Service for any reason unless stated otherwise by contract. The user must request cancellation from within their account, using the cancellation form at <http://www.CPSIAregistry.org/cancellationform.aspx>, by calling CPSIA Registry at 877-820-9100 (International: 00-1-650-691-0900), or by sending written notice to:

CPSIA Registry, LLC

210 W. 19th Terr., Suite 100

Kansas City, MO 64108, USA

If you do not formally request the cancellation of your Account, you will continue to be billed for the Service. Per our Privacy Policy, data from cancelled accounts will be deleted. You must export all data and files you wish to retain prior to cancelling your account.

Subscriptions to the Service are pre-paid, and therefore amounts already paid are not refundable. As such, any cancellations that occur in the middle of a payment term (month, quarter, or year depending on payment schedule) will be made effective on the cancellation date. Accounts will not receive refunds for prepayment. You will be charged for the billing period in which you terminate your account according to the terms of this agreement. You can only cancel accounts that have no unpaid balance.

CREDIT CARD EXPIRATIONS OR DECLINES

Allowing a credit card to expire or not submitting payment by check regardless of invoice receipt status will not automatically cancel your account, as we continue to provide service to your account, maintain all account data, and operate your applications. You will remain responsible for paying the Service fees, which will accrue to your account, while your account remains active. After 30 days of non-payment, we will disable and permanently delete your account; however your obligation to pay for rendered services will remain outstanding.

We will send notice to the email on record if a credit card is declined. We may also follow-up by phone or mail. We reserve the right to send delinquent accounts to a collection agency.

TERMINATION FOR CAUSE

Any breach of your payment obligations or unauthorized use of the CPSIA Registry Technology or Service will be deemed a material breach of this Agreement. CPSIA Registry, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, CPSIA Registry may terminate a free account at any time in its sole discretion. You agree and acknowledge that CPSIA Registry has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

MODIFICATIONS TO TERMS OF SERVICE AND OTHER POLICIES

CPSIA Registry reserves the right to change or modify any of the terms and conditions contained in this Agreement, the Service, or any policy governing the Service, at any time, by posting the new agreement to the CPSIA Registry site located at <http://www.CPSIARegistry.org/terms-of-service/>. You are responsible for regularly reviewing the site. Your continued use of the Service following CPSIA Registry's posting of the change(s) will constitute your acceptance of such change(s).

MISCELLANEOUS; APPLICABLE LAW AND VENUE

CPSIA Registry shall be excused from performance hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. This Agreement (including any amendment agreed upon by the parties in writing) represents the complete agreement between the parties concerning its subject matter, and supersedes all prior agreements and representations between them. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by either party, and any such attempted assignment shall be void and of no effect without the advance written consent of the other party, such consent not to be unreasonably withheld or delayed; provided, however, that such consent shall not be required if either party assigns this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets, unless the surviving entity is a direct competitor of CPSIA Registry. This Agreement shall be binding upon and will inure to the benefit of the parties and their respective heirs, successors, assigns, and legal representatives. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri without regard to its conflicts of laws or its principles. You agree, in the event any claim or suit is brought in connection with the CPSIA Registry's provision of the Services to you, to submit to the jurisdiction of the state of Missouri, and agree to the courts of Jackson County, Missouri as the appropriate forum.

LOCAL LAWS AND EXPORT CONTROL

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

CPSIA Registry and its licensors make no representation that the Service is appropriate or available for outside the United States of America. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government.

ASSIGNMENT; CHANGE IN CONTROL

This Agreement may not be assigned by you without the prior written approval of CPSIA Registry but may be assigned without your consent by CPSIA Registry to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of CPSIA Registry directly or indirectly owning or controlling 50% or more of you shall entitle CPSIA Registry to terminate this Agreement for cause immediately upon written notice.

FOR MORE INFORMATION

If you have any questions or comments about this Agreement, CPSIA Registry's services, or your experience with the Service, contact us on the CPSIARegistry.org website or write to CPSIA Registry at:

Address:

CPSIA Registry, LLC

210 W. 19th Terr., Suite 100

Kansas City, MO 64108, USA