

Quantum Growth Marketing

Terms and Conditions Agreement

Revision Date: January 1st, 2010

THE FOLLOWING DESCRIBES THE TERMS ON WHICH QUANTUM GROWTH MARKETING OFFERS YOU ACCESS TO OUR WEBSITE, PLATFORM AND OTHER SERVICES:

Welcome to Quantum Growth Marketing. We provide our websites, platforms, tools, and services to you subject to the terms and conditions set forth in this Terms and Conditions Agreement.

Quantum Growth Marketing may update this Agreement at any time. When we do, we will revise the "Revision date" at the top of this Agreement. It is your responsibility to review the most recent version of the Agreement frequently and remain informed about any changes to it. By continuing to use the Platform and Services, you consent to any updates to this Agreement. This version of the Agreement supersedes all earlier versions, and comprises the entire agreement between you and Quantum Growth Marketing regarding the Platform and Services. By accessing or using the Platform and Services, you accept this Agreement and any modifications that we may make to this Agreement from time to time. If you do not agree to any provision of this Agreement, you should not use the Platform and Services.

1. Platform

Our Platform provides our users with a variety of resources to market, network and create alliances between members and nonmembers. Our platform is made up of all websites and training services. Training services include consulting and coaching services.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our Platform, including without limitation your participation in or involvement with any Quantum Growth Marketing Group or Alliance or Quantum Growth Marketing Meeting and your submission of acceptable and accurate Public Information to Quantum Growth Marketing. You also agree to comply with all applicable laws, statutes, ordinances and regulations regarding the transmission of technical data exported from the United States to any other country.

2. SERVICES

2.1 Eligibility. Our Platform is available to all individuals who are at least 18 years of age. Our Platform is not available to any temporarily or indefinitely suspended Quantum Growth Marketing members. By registering to use our Platform, you represent and warrant that you are at least 18 years of age. Additional eligibility requirements for a particular group may be furnished to you at a later date.

If you register a nonmember as a member, you represent that you have all the necessary authority and permissions to do so.

We have the right, in our sole discretion, to suspend or terminate your use of our Platform and refuse any and all current or future use of all or any portion of our Platform.

2.2 Password and Security. When you complete our registration process you will create a password that will enable you to access our Platform. You agree to maintain the confidentiality of your password, and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree to immediately notify us within twenty-four hours of any unauthorized use of your password or any other breach of security. You agree that Quantum Growth Marketing cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 2.2.

3. Fees and Payments

We may charge fees for various premium features and services that we offer, and we will notify you of those charges at the time that we offer you the premium features or services. We may, in our sole discretion, and by notifying you on our website, change this policy and begin charging for access to our website and other features and services, and we may, in our sole discretion, add, remove or change the features and services we offer or the fees (including the amount or the type of fees) we charge at any time. If we introduce a new service, we will establish and notify you of the fees for that service at the launch of the service. If we notify you of new fees or change the fees for an existing service, you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable service. We are not responsible for any charges or expenses you incur resulting from being billed by us in accordance with these Terms and Conditions or for any other reason what so ever. (e.g., overdrawn accounts, exceeding account limits, etc.).

4. Payment Authorization

You authorize Quantum Growth Marketing to charge the account designated for the purpose of making the payments which you owe to Quantum Growth Marketing each month until all of your obligations are paid under this agreement, or until the applicable agreement is terminated or cancelled according to our 30 day cancelation policy, whichever occurs first. You understand that your obligations under this agreement include monthly fees, any increases in monthly fees, prepaid fees, upgrade or additional fees, applicable taxes, charges and any other unpaid fees or dues including fees for other ancillary services. This authorization will remain in full force and

effect during the term of your services agreement until cancelled by Quantum Growth Marketing, or until Quantum Growth Marketing receives your written revocation at Quantum Growth Marketing's main headquarters in Houston, Texas at least 30 days before the scheduled date of the next charge. Once a charge has been made it will not be refunded.

You understand that you may stop any Debit or Transfer (credit card, debit card or checking account) by notifying Quantum Growth Marketing at least 30 days before the scheduled date of the charge. You also understand that the charges authorized by you are different from the charges(if any) authorized by any other agreement with Quantum Growth Marketing and that such charges and transfers are likely to occur on dates which are different than the dates designated on your initial agreement. Cancellation or revocation of this authorization, or stopping any payment hereunder, does not affect any other payments authorized on the date of this agreement or in the future. You understand and acknowledge that the amounts debited to your account may vary each quarter between the amount shown in the applicable original services agreement and ten times that amount, due to a change in monthly fees, past unpaid dues, applicable taxes, and other fees and charges.

You understand that by agreeing to these terms and conditions you agree to all current and future terms and conditions and confirm your reading of the current terms and conditions. You confirm that you are authorized under the terms of the applicable agreement with your financial institution to use the account you have designated for the purchase of goods and services from Quantum Growth Marketing. You certify that all statements made in this payment authorization are true and correct to the best of your knowledge. You understand that any failure by the applicable financial institution to pay any charge in full does not release you from any liability for obligations that are owed to Quantum Growth Marketing. You agree to comply with your Bank Agreement and Credit Card Company Policies at all times that this authorization is in effect.

5. Communications

You understand that certain communications, such as Quantum Growth Marketing service announcements and newsletters, as well as offers of sponsorship or promotion relevant and beneficial to you or your Quantum Growth Marketing services or Quantum Growth Marketing Alliance, are part of our services agreement. By using the Quantum Growth Marketing website, you expressly agree to receive such communications from Quantum Growth Marketing. You may manage your subscriptions to Quantum Growth Marketing communications as you wish.

6. Privacy

Quantum Growth Marketing collects registration and other information about you through the Platform. Our collection, use, and disclosure of this information are governed by the Quantum Growth Marketing Privacy Policy Statement available upon request via email.

7. Consent to Disclosure

You acknowledge and agree that Quantum Growth Marketing may disclose Your Information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to: (a) comply with a current judicial proceeding, a court order or legal process served on us or our website, (b) enforce this Agreement, (c) respond to claims that Your Information violates the rights of third parties; (d) protect the rights, property or personal safety of Quantum Growth Marketing, its employees, users and the public; or (e) enable the transfer or sale to another entity of all or substantially all of our stock or assets in the line of business to which this Agreement relates, or upon any other corporate reorganization, subject to the promises made in this Agreement. We also may disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or that we believe may expose us or you to legal liability.

8. Interference with Platform

You agree that you will not:

- (a) Upload, post, email, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (b) interfere with or disrupt our Platform or networks connected to our website or through the use of our Platform, or disobey any requirements, procedures, policies or regulations of networks connected to our website or through the use of our Platform, or otherwise interfere with our Platform in any way, including through the use of JavaScript, active or other coding;
- (c) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or
- (d) copy, reproduce, alter, modify, or publicly display any information displayed on our website (except for Your Information), or create derivative works from our website (other than from Your Information), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of Quantum Growth Marketing or any other third party, except with the prior written consent of Quantum Growth Marketing or the appropriate third party.

9. General Practices Regarding Use of Platform

You acknowledge and agree that we may establish general practices and limits concerning the use of our Platform. You agree that we have no responsibility or liability for the storage or the deletion of, or the failure to store or delete any of Your Information. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time. In addition, you acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

10. Links

We may provide, or third parties may provide, links to other websites or resources. Because we have no control over such websites or resources, you acknowledge and agree that we are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You also acknowledge and agree that Quantum Growth Marketing shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resource.

11. Dealings with Marketing Partners and Third Parties

Your correspondence or business dealings with, or participation in promotions of, marketing partners or other third parties found on our website or through our Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such marketing partner or other third party. You agree that Quantum Growth Marketing shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such marketing partners or other third parties on our website or located through the use of our Platform.

12. Indemnity

You agree to indemnify and hold us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries and third-party partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of your representations and warranties or this Agreement or the documents it incorporates by reference, your use of our Platform, Your Information, your violation of any law, statute, ordinance or regulation or the rights of a third party, or your participation as an Organizer or in Quantum Growth Marketing Services(whether the claim or demand is due to or arising out of your transportation to or from, attendance at, or the actions of you or other users at Quantum Growth Marketing Gatherings). Without limiting the foregoing, you, as an Organizer, agree to indemnify and hold us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries and third-party partners harmless from any claim or demand, including reasonable attorneys' fees, made by any Quantum Growth Marketing Group or Quantum Growth Marketing Alliance member or third party due to or arising out of your actions as an Organizer, including your use of money paid to you by members of your Quantum Growth Marketing Group or Quantum Growth Marketing Alliance.

13. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT ALL MATERIALS, INFORMATION, WEBSITES, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH

QUANTUM GROWTH MARKETING ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. OUR SERVICES AND THE WEBSITE CONTENT ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR SERVICES FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. NEITHER QUANTUM GROWTH MARKETING, NOR OUR SUBSIDIARIES, AFFILIATES OR LICENSORS, MAKE ANY WARRANTY THAT THE CONTENT OF OUR SERVICES, PRODUCTS OR WEBSITE IS ACCURATE, RELIABLE OR CORRECT; THAT OUR SERVICES, PRODUCTS OR WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT OUR WEBSITE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FROM FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECOMMENDATIONS AVAILABLE THROUGH OUR SERVICES, TRAINING, PRODUCTS OR WEBSITE.

14. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL QUANTUM GROWTH MARKETING, OUR SUBSIDIARIES, AFFILIATES OR OUR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE, THE ORGANIZATION OR FROM INFORMATION PROVIDED BY THE ORGANIZATION. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

15. Disputes

These Terms and Conditions and your relationship with Quantum Growth Marketing shall be governed by the laws of the State of Texas without regard to Texas' conflict of law provisions. Regardless of any statute or law to the contrary, you agree that any claim or cause of action arising out of or related to use of Quantum Growth Marketing or these Terms and Conditions, including any tort claim, shall be filed within one (1) year after such claim or cause of action arose or be forever barred. Furthermore, you and Quantum Growth Marketing agree that any claim arising out of or related to use of Quantum Growth Marketing or these Terms and Conditions, including any tort claim, shall be subject to final and binding arbitration submitted solely in the City of Houston, Texas and governed by the Commercial Dispute Resolution Rules of the American Arbitration Association.

16. Integration and Severability

These Terms and Conditions constitute the entire agreement between Quantum Growth Marketing and you with respect to our services, website and platform and supersede all prior or contemporaneous communications and proposals between us with respect to our services, website and platform. If any provision of the Terms and Conditions is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect.

17. Modifications

We reserve the right at any time or times to modify or discontinue, temporarily or permanently, all or any portion of our Platform with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or termination of our Platform.

18. Headings

Section titles in the Term of Use are for convenience and do not define, limit, or extend any provision of the Terms and Conditions.

19. No Resale

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of Quantum Growth Marketing's Platform, use of the Platform, or access to the Platform for any sales of goods or services, or promotion of a company, good, or service unrelated to the topic or spirit of the Quantum Growth Marketing or Alliance.