

Subscription License Agreement Terms and Conditions

Please read these Terms and Conditions (hereinafter "Terms") carefully before using the www.machinehub.com website, the web-based software product(s) supplied by Machine Hub, the www.locatoronline.com website, and/or the Machine Hub or Locator Online Mobile Application(s) ("Mobile App") (hereinafter together, or individually, the "Service") operated by Machine Hub. Machine Hub LLC may be referred to herein as "us", "we", and/or "our". You and Machine Hub are collectively referred to herein as the "Parties".

Your access to and use of the Service and your subscription to the Service ("Subscription") is conditioned upon your acceptance of and compliance with these Terms. These Terms govern your use of the Service and apply to all visitors, users and others who wish to access or use the Service. These Terms do not apply to your purchase of any website development services, consulting services, and/or any other professional services from Machine Hub or any affiliated entity (i.e., any services other than your use of the www.machinehub.com website, the web based software product(s) supplied by Machine Hub pursuant to a Subscription and/or the Machine Hub Mobile Application).

By accessing or using the Service you agree to be bound by these Terms.

License

License Grant to Machine Hub. You hereby grant to Machine Hub a worldwide, non-exclusive right and license to store, host, reproduce, and maintain Subscriber Data during your Subscription Term, for purposes of making the Service available to you and authorized users of your Subscription account, in accordance with these Terms. You hereby grant to Machine Hub a worldwide, non-exclusive, perpetual right and license to use Subscriber Data in the Machine Hub database and as necessary to provide the Service. You hereby grant to Machine Hub a worldwide, transferable, sub-licensable, perpetual, royalty-free right and license to use and incorporate into the Service or any Machine Hub product any feedback, suggestion, and/or enhancement or upgrade requests that is made or provided by you and/or any authorized users of your Subscription account.

License Grant to You. In consideration of the Subscription fees paid by you, and subject to the Terms, Machine Hub grants to you a worldwide, non-exclusive, non-transferable right and license to access and use, and to permit authorized users as allowed under your Subscription, to access and use the Service during the Subscription Term. Machine Hub shall provide the Service in accordance with the terms herein. You agree not to: (a) distribute, sub-license, transfer and/or otherwise make the Service available to any third Party; (b) reverse engineer or otherwise attempt to discover the source code and/or any trade secrets associated with the Service; and/or (c) use the Service to develop and/or distribute any product or service competitive with the Service.

In connection with the license provided herein, you agree that:

- The Service shall not be construed as business operations advice regarding buying and selling equipment or any other product or offering.
- Machine Hub is not responsible for and shall not be held liable for any advice given or recommendations made to you and/or your customers by others in conjunction with your use of the Service, including, but not limited to, advice related to any valuation, condition of equipment or other matters, regardless of whether you or your customers relied on such advice.
- Machine Hub does not guarantee or warrant that any part of the Service is free of viruses or other harmful code. You must take appropriate precautions such as use of an anti-virus software package, to protect computer hardware and software.
- You are responsible for obtaining your own hardware, software, and related equipment and/or services (such as computers, web browsers and Internet access service) necessary or useful in gaining access to and using the Service. You are also responsible for payment of all fees involved in obtaining such hardware, software and services.
- You shall be solely responsible for safeguarding your login credentials such as user names and passwords, and the login credentials of your authorized users. You must immediately notify Machine Hub if your login credentials, or the login credentials of one of your authorized users, have been compromised. Machine Hub shall not have any liability for any loss, claim, or other damages that result from unauthorized use of login credentials.

Communications

By creating a user account on our website or Mobile App, or subscribing to our Service, you agree to subscribe to our marketing or promotional materials and other information we may think will be of interest to you. We may use information supplied by you to contact you and/or the individual identified by that information with sales information, newsletters, marketing or promotional materials and other information that may be of interest. Any recipient may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or the instructions provided in any email we send, or by sending an email requesting that we discontinue email communication with you to support@machinehub.com.

Purchases

If you wish to purchase any product or service made available through the Service or to subscribe to our Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

Our Service employs the use of third-party service providers for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties, subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order, and/or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating product offerings available via the Service. We may experience delays in updating information on the Service and/or in our advertising on other web sites. It is possible that the information found on the Service may contain errors or inaccuracies and/or may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please carefully review the applicable rules. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply as to that Promotion only.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription"). You will be billed in advance on a recurring monthly basis ("Billing Cycle") as agreed by you at the time of the Subscription. Your Subscription pricing for any Billing Cycle is based on the items listed for sale by you and may be subject to change in any Billing Cycle based on your number of listed items.

At the end of each Billing Cycle, your Subscription will automatically renew under the same terms unless you cancel it or Machine Hub cancels it. You may cancel your Subscription renewal either through your online account billing page or by contacting Machine Hub customer support team.

A valid credit card is required to process the payment for your Subscription. You agree to provide Machine Hub with accurate and complete billing information, including full name, address, state, zip code, telephone number, and a valid credit card number and other required processing

information. By submitting such payment information, you automatically authorize Machine Hub to charge all Subscription fees incurred through your account to the credit card supplied by you.

Should automatic billing fail to occur for any reason, including denial of your credit card on file with Machine Hub, Machine Hub may either contact you to obtain alternate payment or may terminate your account.

Free Trial

Machine Hub may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you are required to enter your credit card in conjunction with the Free Trial, you will not be charged by Machine Hub until the Free Trial has expired and you hereby agree that last day of the Free Trial period, unless you have cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Machine Hub reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

In order to retain any Subscriber Content that has been posted or uploaded during the Free Trial, or to access any content that has been viewed or accessed during the Free Trial, you may be required to purchase a Subscription for use of the Service by the end of the Free Trial, or such content may no longer be available to you

Fee Changes

Unless otherwise agreed to in writing by Machine Hub, Machine Hub may, in its sole discretion and at any time, modify the Subscription fees.

Machine Hub will provide you with thirty (30) day prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Any Subscription fee change will become effective at the next Billing Cycle after the notice.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Subscriber Data and Content

Our Service allows you to upload, post, link, share and otherwise make available certain data, information, text, graphics, videos, or other material via the Service and/or to share information, data and content with Machine Hub in connection with your Subscription (collectively

"Subscriber Content"). You are responsible for the Subscriber Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Subscriber Content on or through the Service, or making it available to Machine Hub in connection with the Service, you acknowledge and agree that: (i) the Subscriber Content is owned by you or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of the Subscriber Content on or through the Service or supplying the Subscriber Content to Machine Hub in connection with the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, and/ or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright and/or otherwise misusing Subscriber Content.

Notwithstanding anything to the contrary herein, by posting, uploading or otherwise sharing Subscriber Content with Machine Hub or with other Subscribers and users via the Service, you grant us the right and license to use, modify, publicly display, reproduce, and distribute such Subscriber Content on and through the Service in order to: (1) provide the Service to you and other Subscribers; (2) promote the Service and/or Machine Hub; and/or (3) to match requests and available inventory for you and other third parties; (4) provide information to our affiliates and other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures, and/or (5) use and share certain aggregated, anonymized Subscriber Content with 3rd parties for Machine Hub business purposes including product improvement, demographic analysis, compilation and analysis of summary data (number of leads, sales, by type, brand, etc.) to assess and improve our product.

Any content we receive from another source, including but not limited to content we receive from another Subscriber and/or content that is already in the Machine Hub database, is not included in the definition of Subscriber Content, even if we have also received the same content from you, and is not protected under these Terms.

We take no responsibility and assume no liability for Subscriber Content that you or any third-party posts on or through the Service. Machine Hub has the right but not the obligation to monitor and edit all Subscriber Content provided by users and to remove or modify as necessary such Subscriber Content.

Non-subscriber content found on or through the Service is the property of Machine Hub or is used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from Machine Hub.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and up to date, at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized to act on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement in connection with our Service, please submit your claim via email to privacy@machinehub.com with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing via an email to privacy@machineHub.com as set forth above:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at privacy@machinehub.com

Intellectual Property

The Service and all its original content (excluding Subscriber Content), together with all features and functionality of the Service and all derivative works thereof, are and will remain the exclusive property of Machine Hub. Our name, trademarks, logo and other marks are the exclusive property of Machine Hub and may not be used in connection with any product or service without the prior written consent of Machine Hub. Nothing herein shall be considered a transfer of any ownership rights of Machine Hub with respect to its intellectual property and Machine Hub reserves all rights with respect to its intellectual property not explicitly licensed herein.

Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the business of Machine Hub which would reasonably be considered to be proprietary, or relating to your business, which is designated in writing as Confidential. This may include, but is not limited to, accounting records, business processes, pricing, customer lists and records, and all data that is not generally known in the industry of either party and/or where the release of that Confidential Information could reasonably be expected to cause harm to the disclosing party. Please note that not all Subscriber Content is deemed Confidential Information, and you have granted Machine Hub herein the right to use Subscriber Content as set forth in this Agreement. Information may be deemed Confidential regardless of whether it was provided before or after the date of your acceptance of these Terms, or how it was provided. The following shall not be deemed to be Confidential Information: (a) information already known to the receiving party at the time of disclosure by the other, (b) information generally known to the public other than as a result of disclosure in violation of this Section, (c) information lawfully obtained from any third party. By way of example and not limitation, if we receive contact information for a third party from you via your use of the Service, and we also receive such contact information for the same third party from another Subscriber, the contact information is not confidential information.

Unless otherwise agreed to herein, the Parties agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which they have obtained pursuant to their business relationship, except as authorized by the disclosing Party or as required by law. The obligations of confidentiality will apply during the term of the Subscription and will survive indefinitely upon termination of the Subscription.

Each Party will protect the Confidential Information and data of the other with protections at least equal to those which the Party uses to protect its own confidential and proprietary data.

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Machine Hub.

Machine Hub has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services with which we may link. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Machine Hub 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 use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your Subscription, please notify us at least thirty days in advance of the next billing cycle by sending an email to us at support@machinehub.com.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Machine Hub and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) your breach of these Terms, and/or c) Subscriber Content, including, but not limited to, any claims for violation of any third party intellectual property rights with respect to Subscriber Content.

Limitation Of Liability

In no event shall Machine Hub, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for: (1) any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, breach or loss of data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose; and/or (2) any amount in excess of the amount paid by you for the Service in the six (6) months preceding the claim.

Support

Machine Hub will accept support issues submitted via email to support@machinehub.com. Response time will depend on the extent to which the issue can be handled by Machine Hub's automated support system and the availability of support representatives working

during normal business hours in the Eastern Time Zone. Some features of Machine Hub's automated support system may not be available on certain platforms and/or older systems.

Machine Hub will supply maintenance upgrades and bug fixes, at no additional cost, for the period of each Subscription Term, as long as corresponding license fees are paid.

Disclaimer

Your use of the Service is at your sole risk. The Service and all content associated with the Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Machine Hub its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Michigan, without regard to its conflict of law provisions. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to these Terms shall be the state courts located in Macomb County, Michigan. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes and Other Agreements

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision will have a material impact on Services, we will provide at least thirty (30) day notice prior to any new terms taking effect. What constitutes a material impact will be determined at our sole discretion. Revised Terms will be posted on our website and by continuing to access or use our Service, you agree to be bound by the Revised Terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or communications between the parties. The terms on any purchase order or similar document submitted by you will have no effect and are hereby rejected.

Notices. All notices, consents and approvals under this Agreement must be delivered in writing by courier, or by certified or registered mail, (postage prepaid and return receipt requested) to Machine Hub at the following address.

Machine Hub, LLC
21 N. Main Street
Mount Clemens, MI 48043

All notices, consents and approvals under this Agreement will be delivered to you at the address you have supplied to Machine Hub in connection with your use of the Service.

Contact Us

If you have any questions about these Terms, please contact us at support@machinehub.com.