

Motus Inc. Terms & Conditions

Motus Inc., operates this website (i.e., the website located at www.motusmechanical.com) and a portfolio of other website that provide online access to information about products available from Motus (the "Product(s)") and facilitate transactions for the purchase of Products (the "Service"); this website and such portfolio of other websites are, collectively, referred to as the "Site".

By accessing and using the Site, you agree to each of the terms and conditions set forth herein ("Terms of Use"). By ordering Products through the Site or by mail, e-mail, phone, fax, or any other method, you acknowledge and agree to the Terms of Use, Conditions of Order, and the Notices and Procedure for Making Claims of Copyright Infringement as set forth below, as well as Motus's Privacy Statement. These Terms of Use, together with the Conditions of Order, the Notices and Procedure for Making Claims of Copyright Infringement, and the Privacy Statement are collectively referred to as this "Agreement." Unless otherwise expressly agreed to in writing by you and Motus, all completed orders and/or sales from Motus are subject to this Agreement.

I. Web Site Terms of Use

1. Access to the Site. Registration is not required to place an order or to use the Site. Select portions of the Site offer expanded services via the Web through a name/password protected system. However, registration does streamline purchasing and customer support and is encouraged.

Your username and password are referred to as your "Identification." You are solely responsible for keeping your Identification confidential. You agree that you and your authorized representatives will be the only users of your Identification, and that you will be solely responsible for all activities on the Site using your Identification. We strongly recommend that you log out of the Site and close your browser window when your session is completed to help prevent unauthorized persons from accessing your Identification. Please contact Motus immediately at info@motusmechanical.com if you believe that your Identification has been lost or stolen, or that someone may attempt to use your Identification without your consent. Please keep in mind that no Internet site is 100% secure. Thus, while Motus strives to protect the personal information and privacy of its users, your use of the Site to transmit or store personally identifiable information is at your own risk.

2. Intellectual Property. The Service, the Site, and all information and/or content that you see, hear or otherwise experience on the Site (the "Content") are protected by U.S. and international patent, copyright, trademark and other laws, and belong to Motus or its partners, affiliates, contributors or third parties.

Motus grants you a personal, revocable, non-exclusive, non-transferable license to use the Site, the Service and the Content and to download, print and store portions of the Content that you select, provided that: (1) you only use these copies of the Content for your own internal business

purposes or your personal, non-commercial use; (2) if you are a competitor of Motus, commercial aggregator of data, or other commercial user, you do not copy or post the Content on any network computer or transmit, distribute, publish or broadcast the Content in any media; and (3) you do not modify or alter the Content in any way, or delete or change any copyright or trademark notice. No right, title or interest in any downloaded Content or materials is transferred to you as a result of this license. Motus reserves complete title and full intellectual property rights in any Content you download from the Site, subject to this limited license for you to make personal use of the Content as set forth herein.

You may not use any of the marks or logos appearing throughout the Site without express written consent from the trademark owner, except as permitted by applicable law.

Competitors and third party aggregators may not mirror, scrape, or frame the home page or any other pages of the Site on any other Web site or web page. Competitors and third party aggregators may not connect "deep links" to the Site, i.e., create links to this site that bypass the home page or other parts of the Site without the written permission of Motus. This prohibition is not intended to restrict the non-commercial activities of individuals.

3. Disclaimer of Warranties. Motus agrees to transfer to you, at the time of sale, to the extent transferable, whatever warranties Motus receives from manufacturers with respect to the Products sold by Motus to you. COPIES OF SUCH MANUFACTURERS' WARRANTIES ARE AVAILABLE PRIOR TO THE PURCHASE OF PRODUCTS BY CONTACTING MOTUS. MOTUS MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCT, OR WITH RESPECT TO THE SITE, THE SERVICE OR THE CONTENT, AND MOTUS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS [\[STS1\]](#), IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH REGARD TO THE PRODUCTS, THE SITE, THE SERVICE, AND THE CONTENT. MOTUS DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. MOTUS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE PRODUCTS ARE SOLD ON AN "AS-AVAILABLE" BASIS. THE SITE, THE SERVICE AND THE CONTENT ARE PROVIDED "AS-IS" AND ON AN "AS-AVAILABLE" BASIS.

Your obligations and Motus's remedies with respect to defective or nonconforming products are solely and exclusively as stated in this Agreement.

4. Additional Disclaimers. Without limiting the disclaimers set forth in Section 3 above:

a. No Use as Critical Components. Products sold by Motus are not authorized for use in certain applications including, but not limited to, life safety, life support, life sustaining, surgical, human implant, nuclear, or aircraft applications or for any use or application in which the failure of a single component could create a situation in which property damage, personal injury, or death is

likely to occur, unless an authorized officer of the manufacturer has signed an agreement specifically governing such use. YOU AGREE TO INDEMNIFY AND DEFEND MOTUS AND THE MANUFACTURER OF THE PRODUCTS AGAINST ALL DAMAGES, COSTS, AND EXPENSES THAT MAY BE INCURRED, INCLUDING WITHOUT LIMITATION, ATTORNEY FEES AND COSTS RELATING TO ANY LAWSUIT OR THREATENED LAWSUIT ARISING OUT OF THE USE OF PRODUCTS IN UNAUTHORIZED APPLICATIONS.

b. Technical Assistance and Applications Engineering. Motus offers its Technical Assistance and Applications Engineering solely as a convenience to Motus customers. Motus Technical Assistance and Applications Engineering personnel strive to provide useful information regarding the Products. Motus does not guarantee that any information or recommendation provided is accurate, complete, or correct, and Motus shall have no responsibility or liability whatsoever in connection with any information or recommendation provided, or your reliance on such information or recommendation. You are solely responsible for analyzing and determining the appropriateness of any information or recommendation provided by Motus Technical Assistance and Applications Engineering personnel, and any reliance on such information or recommendation is at your sole risk and discretion.

c. Correction of Errors and Inaccuracies. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Motus therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Motus does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

d. Third Party Links. Hypertext links to third party Web sites or information do not constitute or imply an endorsement, sponsorship, or recommendation by Motus of the third party, the third-party website, or the information contained therein, unless expressly stated on the Site. You acknowledge and agree that Motus is not responsible for the availability of any such websites and that Motus does not endorse or warrant, and is not responsible or liable for, any such website or the content thereon. You are solely responsible for making your own decisions regarding your interactions or communications with any other website.

e. Geographic Limitations on Use. Like most Internet websites, this Site is accessible worldwide. However, not all Products or services offered by Motus are available to all persons or in all geographic locations. Motus reserves the right to limit the provision of its Products and services to any person, geographic area, or jurisdiction and to limit the quantities of any Products or services that it provides. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable content, and online conduct.

f. Color Display. Motus attempts to display as accurately as possible the colors of the products shown on the Site. However, because the colors you see will depend on many factors, including your monitor or printer, Motus cannot guarantee that the color you see matches the product color.

5. Limitation of Liability. IN NO EVENT SHALL MOTUS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATING TO (I) ANY PRODUCT OR SERVICE PROVIDED OR TO BE PROVIDED BY MOTUS, OR THE USE OR INABILITY TO USE THE SAME, (II) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (III) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (IV) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (V) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (VI) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR THE SERVICE, OR (VII) ANY OTHER MATTER RELATING TO THE PRODUCTS, THE SITE, THE SERVICE, OR THE CONTENT; EVEN IF MOTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL THE LIABILITY OF MOTUS RELATING IN ANY WAY TO THE PRODUCTS, SERVICES, OR THIS AGREEMENT EXCEED THE PURCHASE PRICE FOR THE PRODUCTS OR SERVICES WHICH ARE THE SUBJECT OF ANY CLAIM, REGARDLESS OF THE LEGAL THEORY ASSERTED FOR SUCH LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE.

IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

Any cause of action against any of the Motus Parties with respect to Products or services must be instituted within one (1) year from the date of purchase or provision of the applicable Products or services.

6. Indemnification. You understand and agree that you are personally responsible for your use or inability to use the Products, your reliance upon any information or recommendation provided by Motus Technical Assistance and Applications Engineering personnel, and your behavior on the Site. You agree to indemnify, defend and hold harmless Motus and Motus's joint venturers, business partners, licensors, employees, agents, and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, special, consequential, punitive, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Products, the Site, the Service, or the Content, your reliance upon any information or recommendation provided by Motus Technical Assistance and Applications Engineering personnel, or any violation by you of this Agreement, including any violation of Motus's Return Policy (see Part II, Section 13, herein).

7. User Conduct. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. Except as otherwise authorized by Motus, you agree not to add to, subtract from, or otherwise

modify the Content. You agree not to use the Site in any manner that might interfere with the rights of third parties.

8. User Supplied Information. If you supply or post any information or material to the Site, you guarantee to us that you have the legal right to post such material and that it will not violate any law or the rights of any person or entity. By posting material on the Site, you give Motus the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from this material, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

9. Force Majeure. Motus will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. Motus's time for delivery or performance will be extended by the period of such delay or Motus may, at its option, cancel any order or remaining part thereof, without liability, by giving notice to you.

10. Applicable Law; Dispute Resolution. The laws of the State of North Carolina shall apply to this Agreement, without regard to any conflict of laws provisions. The 1980 United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, shall not apply to this Agreement. Any controversy or claim arising out of or relating to the Agreement or your use of the Site, the Service, or the Content (a "**Dispute**") shall be settled by arbitration under the rules provided by the American Arbitration Association (AAA), and you hereby waive any right you may otherwise have to a jury trial. A single arbitrator shall preside over any arbitration, and such arbitrator shall, in his or her sole discretion, determine the arbitrability of any alleged Dispute. Any arbitration shall be conducted in Charlotte, NC, and the laws of the State of North Carolina shall apply thereto, without regard to any conflict of laws provisions. Judgment on an award rendered by an arbitrator may be entered in any state or federal court within or without the State of North Carolina.

11. General Provisions. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No waiver by Motus of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of the Agreement, all of which will remain in full force and effect. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of Motus. The obligations, rights, terms and conditions hereof will be binding upon and inure solely to the benefit of the parties hereto and their permitted respective successors and assigns.

12. Changes to the Agreement. Motus reserves the right to change the terms of this Agreement without notice. You are responsible for reviewing this Agreement prior to making any purchase from Motus, and your continued use of the Site acknowledges your agreement to this

responsibility. In the event that a change or update is made to this Agreement, the "Date of Last Modification" at the end of this Agreement will be updated accordingly. As part of the registration process to become a registered user of certain functionality on the Site, as a default, you elect to receive e-mails notifying you of changes to this Agreement and/or other Motus policies; you may elect not to receive these e-mails by opting out of this default. Notwithstanding any provision of this Agreement to the contrary, Motus may make changes to this Agreement without notice to comply with applicable laws or best practices and such changes shall be binding on you and Motus. Any amendment to this Agreement must be in writing and signed by you and an authorized representative of Motus.

II. Conditions of Order

All orders placed with Motus are subject to the terms of this Agreement, including the following Conditions of Order. Any purported change submitted by a purchaser in any additional documentation is hereby expressly rejected. Orders placed on forms deviating from these terms and conditions may be accepted, but solely on the basis that the terms of this Agreement will prevail and such terms will be the sole terms governing the order.

1. Order Validation and Acceptance. When you place an order, we may verify your method of payment, shipping address and/or tax exempt identification number, if any, before processing your order. Your placement of an order with Motus is an acceptance of Motus's offer to sell our Products, subject to availability and pursuant to the terms contained in this Agreement. Motus, at its discretion, may complete your order by processing your payment and shipping the Product, or may, for any reason, decline to complete your order or any part of your order. No order shall be considered completed until the Product has been shipped. If we decline to complete your order, we will attempt to notify you using the email address or other contact information you have provided with your order. Delivery and/or shipment dates provided in connection with any order are estimates only and do not represent fixed or guaranteed delivery dates.

2. Quantity Limitations. Motus may limit or cancel quantities available for purchase on any order on any basis, and to alter the availability or duration of any special offers at any time. Motus may reject any order, or any part of an order.

3. Electronic Communication. When you place an order via the Site, you are required to provide a valid email address, which we may use to communicate with you regarding the status of your order, advise you regarding shipment of backordered products, and to provide you with any other notices, disclosures or other communications relating to your order. You agree that Motus will not be responsible for any damage you incur, or information you do not receive, as a result of your failure to provide and maintain a valid email address.

4. Pricing and Product Information. Motus makes every effort to provide current and accurate information relating to the Products and prices, but does not guarantee the currency or accuracy of any such information. Information relating to Products is subject to change without notice. Prices are subject to change at any time prior to Motus's completion of your order. In the event we discover a material error in the description or availability of a Product that affects your outstanding order with Motus, or an error in pricing, we will notify you of the corrected version,

and you may choose to accept the corrected version, or cancel the order. If you choose to cancel the order, and your credit card has already been charged for a purchase, Motus will issue a credit to your credit card in the amount of the charge. All prices are in U.S. dollars.

5. Payment. Motus offers the following payment methods:

For United States customers: We offer check, money order, MasterCard, VISA, American Express, Discover, and prepaid by wire transfer as well as open account credit to qualified institutions and businesses. Payment must be made in the currency in which the order was placed.

For Canadian customers: We offer all of the above payment options.

For Other International customers: Except as otherwise provided on the Site, we offer MasterCard, VISA, American Express, Discover, prepaid by wire transfer, cashier's check in U.S. funds, as well as open account credit to qualified institutions and businesses. We cannot accept personal checks or certified personal checks. Money orders can result in significant delays.

Account Application. To obtain an account application for open account credit, contact any sales representative by:

- for U.S. and Canadian customers, call 601-331-8141, or email info@motusmechanical.com
- for all other customers, email info@motusmechanical.com

Note: "Calls to Motus may be monitored and recorded for quality assurance purposes."

6. Shipping Charges. Except as otherwise provided on the Site, all customers pay shipping. These charges are added to the customer invoice.

Shipments of excessive weight or size may require additional charges. Motus will notify you prior to shipment if these conditions exist.

For International Shipments: Availability of ship methods is dependent on the destination country. Except as otherwise provided on the Site, (1) the shipping costs will be prepaid and added to your order, and (2) all import licenses, duties, tariffs, taxes and brokerage fees will be your responsibility.

7. Handling Charge. There is no minimum order or handling fee.

8. Taxes. Except as otherwise provided on the Site, prices shown do not include any federal, state or local taxes, or any other taxes or charges imposed by any government authority, including, without limitation, sales, use, excise, value-added or similar taxes. Where applicable, such taxes and charges shall be billed as a separate item and paid by you. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. If you

provide a certificate of tax exemption that is not accepted for any reason by any governmental or regulatory authority, and Motus is required to pay tax on your purchase, you will reimburse Motus for the amount of such tax, and Motus's reasonable expenses incurred in connection with the payment and collection of such tax. E-mail your resale certificate and customer number to: info@motusmechanical.com with subject heading "Resale Certificate".

9. Late Payments; Dishonored Checks. You shall pay to Motus all costs incurred by Motus in collecting on any dishonored check or on any past due amount from you, including all court costs, collection costs, and attorney's fees.

10. Out of Stock. If a Product you order is out of stock at time of order placement, you may elect to have it shipped on a subsequent shipment. Except as otherwise provided on the Site, additional shipping charges will apply to each shipment. Backorders will be held based on your request.

11. Export Compliance. In addition to the United States and its territories, Motus accepts international orders. Some Products may not be available for shipment outside the United States. All orders of international origin or destination are subject to export control laws, restrictions, regulations and orders of the United States. You agree to comply with all applicable export control laws, restrictions, regulations and orders of the United States or applicable foreign agencies or authorities. You shall not, directly or indirectly, sell, export, transfer, transship, assign, use, or dispose of Products in a manner which may result in any non-compliance with applicable export control laws, restrictions, regulations, and orders of the United States or applicable foreign agencies or authorities. You are responsible for obtaining any license or other official authorizations that may be required to export, re-export or import Products. Diversion contrary to U.S. law is prohibited.

12. Freight Damage. If you receive merchandise that has been damaged in transit, it is important to keep the shipping carton, packing material and parts intact. Please contact a Motus Customer Service representative immediately to initiate a claim.

13. Return Policy. In most cases, Motus will accept merchandise returns subject to the terms outlined in this Section 13 and will replace the Product or refund your money at your option.

To facilitate processing of returned merchandise:

- Please contact a Customer Service representative to obtain an RMA (Returned Merchandise Authorization) number prior to returning a Product(s).
- For all returns not relating to manufacturers' warranties, returns must be made within 30 days of date of invoice, be accompanied by the original invoice number, include a brief explanation of the reason for the return, and be in the original packaging and in resalable condition.
- Return freight charge must be prepaid. Sorry, C.O.D. returns cannot be accepted.
- Products returned solely due to customer error may be subject to a restocking charge.
- To the extent that Motus purchases a Product from a manufacturer specifically for you, such Products may be Non-Cancelable/Non-Returnable.

- A Mil-Spec Product purchased from Motus is non-cancelable and non-returnable.
- "Not-In Catalogue Items" and parts specified as "Non-Cancelable/Non-Returnable" at time of quote or sale are not returnable
- Returns relating to manufacturers' warranties are subject to the terms and conditions of the applicable manufacturer's warranty and the applicable manufacturer's return policies for the Product (e.g., some Products may require return directly to the manufacturer). Please contact a Customer Service representative for details.

By returning any product to Motus, you represent and warrant that the returned product was purchased from Motus, is not counterfeit or otherwise non-conforming, and does not violate the Motus Counterfeit Policy. You also agree that Motus may test any returned product to determine whether such product is counterfeit, non-conforming, or otherwise violates this Agreement. In the event Motus determines, in its sole discretion, that any returned product is counterfeit, non-conforming, or otherwise violates this Agreement, Motus may (i) report such problem to any applicable governmental or regulatory agency or any other applicable third party; (ii) quarantine such product for further testing or other analysis; and/or (iii) take such other actions as may be required or permitted under applicable law.

IV. Notices and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

NOTE: THE FOLLOWING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING THE SERVICE PROVIDERS REFERENCED BELOW THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS REQUESTS FOR TECHNICAL ASSISTANCE, REPORTS OF EMAIL ABUSE, AND PIRACY REPORTS, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

Written notification must be submitted to the following Designated Agent:

Service Provider(s): Motus Corporation

Name of Agent Designated to Receive Notification of Claimed Infringement: Stephen C. Howard

Full Address of Designated Agent to Which Notification Should be Sent: PORTAL Building, Suite 202A, 9201 University City Blvd., Charlotte, NC 28223

Telephone Number of Designated Agent: 601-331-8141

Email Address of Designated Agent: info@motusmechanical.com

To be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed ("**Complaining Party**");
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information as outlined in 1 through 6 above:

1. Service Provider shall remove or disable access to the material that is alleged to be infringing;
2. Service Provider shall forward the written notification to such alleged infringer ("**Subscriber**");
3. Service Provider shall take reasonable steps to promptly notify the Subscriber that it has removed or disabled access to the material.

Counter Notification:

To be effective, a Counter Notification must be a written communication provided to the Service Provider's Designated Agent that includes substantially the following:

1. A physical or electronic signature of the Subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which the Service Provider may be found, and that the Subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above:

1. Service Provider shall promptly provide the Complaining Party with a copy of the Counter Notification;
2. Service Provider shall inform the Complaining Party that it will replace the removed material or cease disabling access to it within ten (10) business days;
3. Service Provider shall replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the Counter Notification, provided Service Provider's Designated Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain Subscriber from engaging in infringing activity relating to the material on Service Provider's network or system.

Governing Version

The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English version and any other language version.

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QUESTIONS OR ADDITIONAL INFORMATION. If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@motusmechanical.com.

DATE OF LAST MODIFICATION

June 29, 2014