

Terms and Conditions

July 2014

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Customer", "You", and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company, Angel Enterprise Systems, Inc. (AES), a Michigan, USA Corporation. "Party", "Parties", or "Us", refers to both the Customer and ourselves, or either the Customer or ourselves. The term "User" refers to the person accessing this website with responsibility for accepting the Company's terms and conditions, or an authorized User with delegated responsibility to use the website for your company's benefit. "Employee" refers to people performing work for pay by the Customer. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Customer in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Customer's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing US Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Purpose

The purpose of our Engine Angel (EA) website, www.engineangel.com, is to provide useful information with historical and predictive analysis to help you get better results from your fleet. We can do this by enabling you to upload data from your systems, sensors, and employees. We harmonize and synchronize your data with data that we collect from equipment manufacturers, government agencies (State highway departments, weather bureau, Carrier Safety Admin, etc.), and industry groups to provide context for understanding your operating environment. This data is stored and processed "in the cloud" to provide you reliable, secure, and rapid access to information and predictions about your equipment. Engine Angel will use anonymous summaries of your data, combined with other fleet data, to provide various statistical results for you to use in benchmarking your operations.

Engine Angel does not provide any financial transactions outside the processing of your subscriptions. It does not perform any transfers of moneys between accounts of a customer and a third party, whether for goods or services.

The service provided by Angel Enterprise Systems, Inc. is in return for subscription fees that are payable according to the terms of the specific subscription plan desired by you, the customer. The concept of the fees is that you pay for only the data collection and processing that you request; any reports from your data are provided to all authorized users without additional fees.

Use

It is expected that you, the customer, will use the EA as described in the section, Purpose, above. Additional documentation on how to get value by using the EA is contained in the Engine Angel User's Guide, available for downloads from the web-site. You must not reverse engineer the application nor violate our copyrights.

Privacy Statement

We are committed to protecting your privacy. AES employees are authorized to access information collected from you as individual customers only on a need to know basis. We constantly review our systems and data to ensure the best possible service to our customers. We do not use any of the contact information of your employees for any purpose except to use it in verification at Login and to communicate with your employees in the course of delivery of our information services or in case of difficulties they might have with the system functions. We do not use your company's credit card information for any purpose except to authorize payment for subscription fees when requested by one of your administrators. (Please refer to our Privacy Policy.)

EA does collect information about your employees with roles that you assign to them to provide role-based security to access to and maintenance of data. We treat this data as personal and private in much the same light as an internal phone directory. You must be aware that if you employ 'part-time' or 'independent' employees who also work some of the time for another company (or companies) that is also an EA customer, that person will have their personal data available to all customers who employ that person (e.g., calendar availability, email, mobile phone number).

Confidentiality

Your data are regarded as confidential and therefore will not be divulged to any third party, other than for processing of your payments for subscriptions as requested by an administrator for your company, or if legally required to do so to the appropriate authorities. Customers have the right to request visibility of, and copies of any and all their own records that we keep, on the proviso that we are given reasonable notice of such a request. Customers are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue customers copies of records (with appropriate written approval) as part of an agreed contract, for the benefit of both parties.

We may analyse anonymized data from the equipment observations to compare different components and the patterns of wear over time and usage. None of this information would be connected with any personally identifiable data of you the customer, your employees, or your customers.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer,

computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages; and

- cannot take responsibility for the accuracy of the data provided by your employees relating to your operating data added or changed over time.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

All major Credit/Debit Cards are acceptable methods of payment. Our Terms are payment in US dollars (USD) at the time of subscription, with conversion from your local account currency, if appropriate, by your credit/debit card provider on the day of the purchase in accordance with your contract with them.

Cancellation Policy

Minimum 24 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone 'text message', or any other means will be accepted subject to confirmation in writing.

Termination of Agreements and Refunds Policy

Both the customer and we have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded. Electronic copies of the data stored by the EA can be made available to you prior to your cancellation by download to your computers. We shall delete your operational data and the analytics that we have provided to you within 6 months of your termination.

Availability

Unless otherwise stated, the services featured on this website are available anywhere in the world with adequate internet service. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs, reports, and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best of our ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Cookies

Like most interactive web sites, this Company's website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

Links to this website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Links from this website

We do not monitor or review the content of other party's websites which are linked to or from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

This Company's logo is a registered trademark of this Company in the United States of America and other countries. The brand names and specific services of this Company featured on this web site are trademarked, including **SenX**, **FirstLook®**, **Engine Angel®**, **SenX History Manager**. SenX and FirstLook are registered trademarks of SenX Technology, LLC, a Midland, MI based company.

Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our Company literature or via the Company's stated telephone or mobile telephone numbers.

This company is registered in Michigan in the United States of America as:

Angel Enterprise Systems, Inc. (AES)
4608 N. Saginaw Rd.
Midland, MI 48640-2310
info@engineangel.com
1-844-ENGINE-4 (364-4634)

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein. We accept no responsibility for the adequacy of internet service to provide connectivity nor bandwidth for satisfactory service to your devices.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of the United States of America govern these terms and conditions. By accessing this website and using our services, you consent to these terms and conditions and to the exclusive jurisdiction of the Michigan courts of the United States (USA) in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

These terms and conditions form part of the Agreement between the Customer and ourselves. Your accessing of this website and/or undertaking of a subscription or Agreement indicates your understanding, agreement to and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein.

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