



IMPORTANT: USING THE ONLINE WWW.SECONDCYCLE.NET WEB SITE CONSTITUTES ACCEPTANCE OF THIS USER AGREEMENT.

This User Agreement describes the terms and conditions under which you may use the Second Cycle Web site. Please read it carefully. If you do not accept the terms and conditions stated here, do not use this site. Second Cycle may revise these terms and conditions at any time by updating the User Agreement. You should visit this page periodically to review the terms and conditions because they are binding on you.

If you have any questions about the User Agreement, please contact the Site Administrator.

Provider:

www.secondcycle.net is provided by Second Cycle Inc. to the North American industries, commerce's and institutions. The goal of Second Cycle is to provide a safe and efficient venue for exchanging by-products, re-usable items so that these items may be kept out of the waste stream. The focus of second Cycle is waste reduction.

Second Cycle is operated by a Site Administrator who is responsible for ensuring that Second Cycle runs efficiently, that it promotes the goal of waste reduction, and that it is operated in manner that is responsible and does not promote harmful, offensive, or illegal activity.

The Provider has authority to implement the goals of Second Cycle and to ensure that the site is operated in a safe and efficient fashion. The Site Administrator may: (1) limit the duration that a listing appears online, and (2) limit the type of materials that may be exchanged on the site.

If, in the Provider opinion, a listing does not promote the goals of Second Cycle, is inconsistent with the site's Listing Policy, or is potentially harmful, offensive, or illegal, the administrator may remove the listing from the Second Cycle.

Furthermore, the Provider has the authority to warn, temporarily ban, or permanently ban any individual from using Second Cycle if that individual has posted a listing that has been removed for the reasons set forth in the previous paragraph. The Provider decision in this regard is final and may not be appealed or reviewed.

Users:

There are three categories of "users" of Second Cycle: industries, commerce and institutions. Those type of uses can both listing items for sale or to be given away and seeking items to acquire or purchase. Throughout this Agreement, the terms "user" and "you" are to be considered synonymous.

**User Eligibility:**

To be eligible to list items on Second Cycle, you must be a business or organization located in North America. The person creating the listing must be at least eighteen (18) years old. If you do not qualify, please do not use this site. Individuals who have been temporarily or indefinitely suspended from the site may no longer use Second Cycle.

Fees:

Fees for the various services are set out in the membership and service fees described elsewhere in this site. Modifications to the fees are possible without notice. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services. If your organization has a contractual agreement with Second Cycle, your fees might differ from the website.

Second Cycle users are responsible for all costs, but are not limited to, relating to lab analysis, shipping and sales tax. At no time shall Second Cycle be responsible for any costs incurred by users of Second Cycle.

www.secondcycle.net Overview:

This site acts as a venue for users to list, purchase, or acquire items. Second Cycle is not involved in the actual transaction between users. As a result, Second Cycle has no control over the quality, safety or legality of the items advertised; the truth or accuracy of the listings; the ability of users to sell or giveaway items; or the ability of users to buy or acquire items. Second Cycle cannot and does not ensure, warrant, or guarantee that a user will actually complete a transaction.

Safe Trading:

Because user authentication on the Internet is difficult, Second Cycle cannot and does not confirm each user's purported identity. We encourage you to communicate directly with potential trading partners. You may also wish to consider using a third party escrow service or services that provide additional user verification.

Release:

By using the Second Cycle or in the event that you have a dispute with one or more users, now or in the future, you agree unconditionally to release Second Cycle, its employees and agents from any and all liability, claims, demands, and damages (actual, incidental and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the use of Second Cycle. Information provided through Second Cycle is supplied by the lister of the material, not Second Cycle. No advisor, agent, or employee is liable or responsible for any warranty, expressed or implied, as to the accuracy of the material description, the suitability for a particular use, or the salability of any material offered through this service. Neither Second Cycle, its



sponsors nor any advisor or employee thereof is liable for any information, error, or representation, nor makes any warranty, expressed or implied, as to the accuracy or quality of any information, service, or product/equipment offered through the Second Cycle.

Information Control:

This is a user-monitored site. Please report any suspected misuse to the Site Administrator. Second Cycle can not and does not attempt to monitor the content of all listings that it receives. The requirements set forth in this User Agreement are obligatory, but as a practical matter likely to be enforced after the fact by the Site Administrator. IT IS POSSIBLE THAT YOU MAY FIND OTHER USER'S INFORMATION OR LISTINGS TO BE OFFENSIVE, HARMFUL, INACCURATE, OR DECEPTIVE. Use caution, common sense, and practice safe trading when using our site.

Buying & Selling:

Second Cycle provides a forum to list materials, to make an offer to sell, and to make an offer to buy. Second Cycle, however, is not involved in the transaction or in enforcing the transaction agreements. Disputes concerning the offer, acceptance, consideration, or any other issues relating to the validity of the contract, are to be resolved between the parties. In no circumstance is Second Cycle to be a party to such disputes.

Listing Description:

Listings may include a text description and photograph describing the item that is for sale or that you wish to give away. All items must be listed in an appropriate category. You may not promote identical items in more than one listing on our site at any one time.

Lister Responsibilities:

Listers should remove their Second Cycle listing if no longer valid and report all successful exchanges. This feedback is absolutely critical to justify the continuation of this program. In addition, the Site Administrator may, at his or her discretion, temporarily or permanently bar a user from accessing Second Cycle if the user violates this listing policy.

Fraud and Criminal Activity:

Without limiting any other remedies, Second Cycle may suspend or terminate your account if you are found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent or criminal activity in connection with our site.



Your Information:

"Your Information" is defined as any information you provide to Second Cycle, or to other users, during the registration, buying, or listing process, in any public message area (including the feedback area), or through any e-mail feature. You are solely responsible for "Your Information", and we act as a passive conduit for your online distribution and publication of "Your Information". "Your Information" (or any items listed therein):

- shall not be false, inaccurate, or misleading;
- shall not be fraudulent or involve the sale of counterfeit or stolen items;
- shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising);
- shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- shall not be obscene or contain child pornography or be otherwise adult in nature or harmful to minors;
- shall not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and
- shall not link directly or indirectly to or include descriptions of goods or services that:
 - are prohibited under this Agreement;
 - are identical to other items you have up for sale but are priced lower than your item's minimum price on www.secondcycle.net;
 - or you do not have a right to link to or include.

You may not list any item on our site (or consummate any transaction that was initiated using our site) that, could cause us to violate any applicable law, statute, ordinance or regulation, or that violates our current Prohibited Items list.



So that Second Cycle does not violate any rights you might have in "Your Information", and solely to enable Second Cycle to use the information you supply to us, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright and publicity rights you have in "Your Information", in any media now known or not currently known, with respect to "Your Information". Second Cycle will only use "Your Information" in accordance with our Privacy Policy.

Access and Interference:

Our Web site contains robot exclusion headers and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our Web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Second Cycle Web site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for "Your Information") from our Web site without the prior expressed written permission of Second Cycle or the appropriate third party.

Breach:

Without limiting other remedies, Second Cycle may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate your membership and refuse to provide our services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, our users, or Second Cycle.

No Warranty:

Second Cycle does not warrant that the Web site will operate error free or that this Web site and its server are free of computer viruses or other harmful materials. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. We and our suppliers provide our Web site and services "as is" and without any warranty or condition, express, implied, or statutory.

No Limit:

In no event shall Second Cycle or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or this agreement (however arising, including negligence).

**Indemnity & Hold Harmless:**

You agree to defend, indemnify and hold Second Cycle is supplied by the lister of the material, not the Second Cycle, their employees or agents (including, but not limited to affiliates, officers, directors, agents, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

Legal Compliance:

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service and any selecting, listing, purchase, solicitation of offers to purchase, and sale of items.

Additional Terms:

The following documents are incorporated by reference:

Listing Policy:

We may change the Listing Policy from time to time. Changes are effective upon posting to this Web site.

Prohibited Items Policy:

We may change the Prohibited, Questionable & Infringing Item Policy from time to time. Changes are effective upon posting to this Web site.

Privacy Policy:

We may change our Privacy Policy from time to time. Changes are effective upon posting to this Web site.

Governing Law:

This site (excluding any linked sites) is controlled by Second Cycle from our offices within the Québec City of Québec Province, Canada. It can be accessed from United States, as well as from Canada. As each of these places has laws that may differ from those of Québec Province, by accessing this site both of us agree that the statutes and laws of the Québec Province, without regard to the conflicts of laws and principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of any court of competent jurisdiction within Québec City of Québec Province, Canada with respect to such matters.



General:

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.