QUESTCDN’S SITE TERMS OF USE

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BY CLICKING THE “I ACCEPT” OR SIMILAR BUTTON MANIFESTING YOUR INTENT TO AGREE TO THIS AGREEMENT’S TERMS AND CONDITIONS OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH ANY PART OF THIS WEB SITE, OR OTHER QUESTCDN SOFTWARE, SERVICES, OR WEB SITES (COLLECTIVELY “SERVICES”), YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEB SITE.

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The term of this Agreement shall continue for so long as QUESTCDN provides You access to any web site containing or linking to this Agreement; however, the term of any membership or subscription You purchase or otherwise obtain from QUESTCDN, whether in relation to the Web site, Quest vBid services, or otherwise, shall be governed by the terms associated with that purchase.

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QUESTCDN’s Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Copyright Agent:

Quest Construction Data Network, LLC

ATTN: COPYRIGHT AGENT

P.O. Box 412

Spring Park, Minnesota 55384-0412

phone: 952-233-1632

fax: 952-445-3525

e-mail: info@questcdn.com

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- threatens or abuses others, libels, defames, invades privacy, is abusive, harassing, threatening, or offensive;
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- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity except as may be specifically authorized on this Web site;
- includes data that contain viruses, worms, and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications; or
- disrupts the ability of other users to access or use the Web site;

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12. SECURITY

In order to access or use most of the features of the Services, You must register with QUESTCDN and create an account. As part of this registration process, You will be asked to create a Profile and select a User ID and password. All Profile information must be true, accurate, and complete. Your registration information will act as the basis of Your Profile and QuestCDN also uses various details provided by You to verify Your authenticity throughout Your use of the Services. You are solely responsible for any and all use of Your account (whether by You or anyone using Your account). You are solely responsible for the confidentiality and security of Your account password and log-in information. You must notify QuestCDN immediately of any actual or suspected breach of security or unauthorized use of Your account.

Any passwords, login information, or other credentials used in relation to this Web site are for
use by Your authorized personnel only. QUESTCDN will be entitled to monitor Your password and, at its discretion, require You to change it. If You use a password that QUESTCDN considers insecure, QUESTCDN will be entitled to require the password to be changed and/or terminate Your account.

You are prohibited from using any services or facilities provided in connection with this Web site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing manually or through programs, cracking tools, or network probing tools) is strictly prohibited. If You become involved in any violation of system security, QUESTCDN reserves the right to release the details of Your violations to others in QUESTCDN’s sole discretion, including without limitation to governmental authorities, private investigators, or other users of the Web site in order to assist them in resolving security incidents.

QUESTCDN reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing QUESTCDN to disclose the identity of anyone violating the security of the Web site or publishing or otherwise making available any materials that are believed to violate this Agreement.

BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS QUESTCDN FROM ANY CLAIMS BY YOU OR ANY OTHER PARTY RESULTING FROM ANY ACTION TAKEN BY QUESTCDN DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER QUESTCDN OR LAW ENFORCEMENT AUTHORITIES. QUESTCDN RESERVES THE RIGHT IN ITS SOLE DISCRETION TO LIMIT OR TERMINATE YOUR ABILITY TO ACCESS THE WEB SITE AND ITS SERVICES, AND TO DELETE OR OTHERWISE REMOVE YOUR ACCOUNT AND ANY INFORMATION YOU HAVE UPLOADED INCLUDING ANY SUBMITTED PROJECTS OR BIDS IF YOU VIOLATE THE TERMS OF THIS AGREEMENT.

13. MISCELLANEOUS

A. DISPUTE RESOLUTION GOVERNING LAW AND JURISDICTION

This Agreement is be governed and interpreted pursuant to the laws of Minnesota, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Minnesota in connection with any dispute between You and QUESTCDN arising out of this Agreement or pertaining to the subject matter hereof. The parties to this Agreement each agree that the exclusive venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter of this Agreement will be in the state and federal courts in Hennepin County, Minnesota.

B. SEVERABILITY

If any part this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
C. REVISIONS

QUESTCDN may revise this Agreement any time by updating this posting.

D. INDEPENDENT CONTRACTORS

You and QUESTCDN are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.

E. INTEGRATION

This Agreement, in addition to any other terms and conditions or other agreements QUESTCDN presents to You in writing and You agree to as a part of using its Quest vBid services, collectively constitute the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between You and QUESTCDN with respect to QUESTCDN’s Web sites. If this Agreement conflicts with the QuestCDN Terms of Use for Bidders or the QuestCDN Terms of Use for Owners, the terms of those agreements shall control and define the agreement between You and QuestCDN.

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