

# Virtual QE Terms and Conditions of Use

Effective as of July 13, 2017

Virtual QE operates and maintains an online database of consultants that serves as a directory available through the website [virtualqe.com](http://virtualqe.com) ("**virtualqe.com**" or "**Virtual QE**" or "**Virtual QE Database**" or "**Consulting Directory**" or "**Site**"). As used in these terms and conditions, "**Virtual QE**" refers to Virtual QE, LLC and its subsidiaries. We may refer to Virtual QE as "**we**", "**us**", or "**our**". We may refer to you as, "**you**", "**user**" or "**your**". The purpose of these terms and conditions is to inform you of the basic rules that you must understand and agree to in order to use [virtualqe.com](http://virtualqe.com). By using our site you are agreeing to these terms and conditions of use.

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING OUR SITE OR CONSULTING DIRECTORY, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF USE SET FORTH BELOW AS WELL AS ANY TERMS INCORPORATED BY REFERENCE ("TERMS"). IF YOU DO NOT AGREE TO OR DO NOT WISH TO BE BOUND BY OUR TERMS, DO NOT ACCESS OR USE THE SITE OR THE CONSULTING DIRECTORY. THESE TERMS ALSO INCLUDE A MANDATORY ARBITRATION CLAUSE AND WAIVER OF CLASS ARBITRATIONS.**

**VIRTUAL QE DOES NOT PARTICIPATE IN THE DECISION TO HIRE ANY USER THAT HAS A LISTING IN THE CONSULTING DIRECTORY. YOU ACKNOWLEDGE AND UNDERSTAND THAT ALL USERS ARE RESPONSIBLE FOR THEIR OWN RECRUITING, HIRING, ACCEPTANCE, AND RETENTION DECISIONS.**

As part of our service, Virtual QE agrees to provide you with information and services subject to these Terms. Upon notice published through this Site, we may amend or modify these Terms at any time. You acknowledge and agree that it is your responsibility to review these Terms prior to any time that you access and use our Site. We will notify you about changes to our Terms with a prominent notice, either by a statement on our Site or an email notification. We will also change the "Effective as of" date at the top of these Terms. Your continued use of our Site and Consulting Directory after such modifications will constitute acknowledgement and acceptance of the modified Terms.

You acknowledge that these Terms are designed to be read in connection with the Site [Privacy Policy](#), and that by accessing or using our Site, you agree to be bound by the Site's Privacy Policy, as well as these Terms.

- 1. Certification.** You certify that you are at least 18 years of age and that your answers to the registration materials for the Site and Consulting Directory will be truthful, accurate, and complete. In accessing and using the Site and Consulting Directory, you understand and agree that basic information concerning you, given to [virtualqe.com](http://virtualqe.com), will be published on the Site for others to view with your anonymous User ID. Your name, address and e-mail address are kept confidential, except as provided in these Terms.
- 2. Use of Site.** It is a condition of your use of this Site that all the information you provide will be correct, current, and complete.
- 3. Consequences of Falsifying Information.** If we believe that information you provide is not correct, current, or complete, we have the right to deny access to this Site or Consulting Directory, or to any of its resources, and to terminate or suspend your access at any time. In addition to termination and suspension, a user suspected of falsifying any information on the Site or Consulting Directory will have their user subscription canceled and forfeit the amount of any funds paid for any subscription services provided by Virtual QE. Any user suspected of falsifying information will be banned from using the Site and Consulting Directory.
- 4. Trademark and Copyright Guidelines.** This Site is owned and operated by Virtual QE and contains material which is derived in whole or in part from Virtual QE and other sources and is protected by federal and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this Site including code and software. You may only view user listings from

the Site solely in connection with the allowed use of the Site, which includes connecting consultants and recruiters, provided you keep intact all copyright and other proprietary notices.

In accordance with the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512, Virtual QE has implemented procedures for reporting instances of copyright infringement. If you are a copyright holder, or its authorized representative, and believe in good faith that content residing or accessible on or through the Site or Consulting Directory infringes your copyrighted work, you may submit a notice of copyright infringement by sending a written notice of copyright infringement to our designated agent, whose contact information is listed below:

**Virtual QE Copyright Agent**  
info@virtualqe.com

Your notice of copyright infringement should provide the following information:

- A clear description of the copyrighted work that you claim has been infringed (if multiple copyrighted works are covered by a single notification, you may provide a representative list of such works).
- A description of the material on the Virtual QE Site or Consulting Directory that you claim is infringing.
- Information reasonably sufficient to permit us to locate the allegedly infringing material (please be as detailed as possible and provide web addresses (URLs) leading directly to the material or clear instructions to identify the material within the Site).
- Your contact information, including your address, telephone number, and an email address.
- A statement that you have a good faith belief that use of the copyrighted materials in the manner asserted is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.
- Your physical or electronic signature (typing your full legal name is sufficient).

Please note that we may forward the notice of copyright infringement (or information contained therein), as well as the Complainant's contact information, to the user who posted the allegedly infringing content. Additionally, if we remove or disable access to the content pursuant to a valid DMCA notice, Virtual QE will immediately notify the user that the content has been removed or disabled.

- 5. Repeat Copyright Infringer Policy.** It is also the policy of Virtual QE, in appropriate circumstances and in our sole discretion, to suspend or terminate the accounts of users who are repeat copyright infringers.
- 6. Allowed Use of Site and Consulting Directory.** The allowed use of the Site and Consulting Directory includes users submitting information to (a) create a user account to access the Consulting Directory, (b) create a listing within the Consulting Directory, and (c) accessing the Consulting Directory. Users, who are consultants, submit their information solely to display it as a profile within the Consulting Directory. Users, who represent employers, are allowed to search the Consulting Directory solely to identify and connect with consultants as a means of connecting with consultant for recruiting for employment opportunities. You may use this Site only for purposes expressly permitted by this Agreement.

As a condition of your use of the Site and Consulting Directory you agree that you **will not** use the Site and Consulting Directory for any purpose that is unlawful, immoral, tortious, or otherwise prohibited by these Terms. We reserve the right at all times to terminate users, and reclaim usernames or URLs, for any reason.

You agree that you **will not** engage in any of the following actions:

- provide inaccurate, misleading, or false information to VirtualQE or to any other user;
- impersonate others, misrepresent your connection to any other entity or person, or create fake accounts;

- obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the normal authorized use of the Site and Consulting Directory;
- engage in commercial activity (such as selling or renting goods or services, conducting raffles or contests, chain letters, pyramid schemes, spamming, surveys, displaying sponsorship banners, and/or soliciting goods, services, or sponsors);
- pay for, or attempt to pay for any item using an electronic payment method that you do not own or that you are not legitimately authorized to use;
- violate the intellectual property rights of any person or entity, or otherwise infringe on another party's trademarks or copyrights;
- harass or stalk a user of the Site or Consulting Directory;
- use the Site or Consulting Directory in any manner that could in any way disable, overburden, damage, or impair our services or interfere with any other party's use and enjoyment of the Site or Consulting Directory;
- post, send, submit, publish, or transmit deceptive or fraudulent links; or
- copy any content, part, or source code of the Site or Consulting Directory.

You understand and agree that our discovery of any of the above unacceptable uses of the Site or Consulting Directory may result in us immediately suspending or terminating your ability to use the Site or Consulting Directory, without prior notice and without any right of refund, set-off, or hearing. In addition, we have the right to delete any content that we find objectionable, and report illegal activities to authorities, in our reasonable discretion.

- 7. Right to Monitor.** Users remain solely responsible for their use of any information contained on the Site or Consulting Directory. Virtual QE reserves the right, but is not obligated, to monitor materials posted on virtualqe.com and shall have the right to remove any information deemed offensive or misleading by our staff.
- 8. Responsibility for Use of Site or Consulting Directory.** All users are solely responsible for their own actions and decisions to recruit, to connect with, or meet other individuals identified by virtue of their listing in the Consultant Directory. You understand that VirtualQE does not perform psychological testing or background checks on any user listed in the Consulting Directory. You understand and agree that you must take all reasonable precautions before meeting others through the Consulting Directory, which for users that are recruiters includes, but is not limited to: background testing and conducting thorough due diligence. For users that are consultants, an example of a reasonable precaution would be to research companies that contact you because of your profile listing in the Consulting Directory.

**You understand and agree that the Virtual QE Consultant Directory is solely an informational resource, and that your registration, access, and use of the Consulting Directory does not create any form of employment relationship between you and Virtual QE. We do not participate in the decision to hire any user that has a listing in the Consulting Directory. You acknowledge and understand that all users are responsible for their own recruiting, hiring, acceptance, and retention decisions.**

**Users listed in the Consultant Directory are not employees nor independent contractors nor agents of Virtual QE. A listing in the Consultant Directory is not an endorsement of any individual or company.**

- 9. Virtual QE is not involved in the Hiring Process of Consulting Directory Users.** Virtual QE is not involved in the hiring process, screening process, or candidate selection process of any company seeking connections for future

employment opportunities. It is the responsibility of such companies to use their own rigorous screening and hiring processes that the company uses for all job candidates, including but not limited to background checks and pre-employment screening. It is the responsibility of users to research companies that contact them based on the participant being listed in the Consulting Directory.

**10. Career Industry Information Services.** As a separate value added service to our users, Virtual QE may provide career industry information services to users. These services will provide educational resources (i.e., professional development tools, and resume services) and career advice based on an individual's experience, needs, and market data (including salary statistics). The career industry information services are not connected to other users' recruitment decisions, or to a user decisions to select or hire any user. Purchasing and receiving career industry information services will not in any way make one user more important than any other user, and use of the career industry information services, in no way is connected to favorability of one user over another.

**11. Non-Discrimination Policy.** All qualified Virtual QE registrants will be listed in the Consulting Directory without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, disability, or marital status. Engaging in discriminatory practices contrary to Virtual QE's Non-Discrimination Policy is grounds for immediate revocation of access to the Site and Consulting Directory, cancellation of subscription services, and forfeiting any amount of funds paid for any subscription services provided by Virtual QE.

**12. License.** By inputting data, posting messages, uploading files, or engaging in any other form of communication through our Site or Consulting Directory, you are granting Virtual QE a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to: use, copy, sublicense, adapt, transmit, publicly perform or display any such communication; and sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the communication. The foregoing grants shall include the right to exploit any proprietary rights in such communication, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction.

**13. Limitation of Liability and Indemnification.**

**BY USING ANY SERVICES PROVIDED BY VIRTUALQE.COM, YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL VIRTUAL QE, ITS SUBSIDIARY AND PARENT COMPANIES, OFFICERS, EMPLOYEES, AFFILIATES, OR WEB HOSTING SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE VIRTUAL QE MATERIALS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT VIRTUAL QE IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. YOUR SOLE REMEDY FOR ANY BREACH OR DEFAULT OF THIS AGREEMENT BY VIRTUALQE.COM SHALL BE A RETURN OF ANY FEES PAID TO VIRTUALQE.COM. IF YOU ARE DISSATISFIED WITH ANY MATERIAL, OR WITH, ANY OF VIRTUAL QE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE VIRTUAL QE SITE AND CONSULTING DIRECTORY.**

**YOU INDEMNIFY AND AGREE TO DEFEND AND HOLD HARMLESS VIRTUAL QE, ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, AND WEB HOSTING SERVICES FOR ANY LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES AND COSTS, AWARDS OR SETTLEMENTS) RELATING TO OR ARISING OUT OF YOUR USE OF VIRTUALQE.COM, INCLUDING ANY BREACH BY YOU OF THE TERMS CONTAINED IN THIS AGREEMENT.**

**IN ADDITION, VIRTUAL QE MAY ALLOW YOU TO PURCHASE DIFFERENT TYPES OF PRODUCTS AND SERVICES ONLINE THAT ARE PROVIDED BY THIRD PARTIES. VIRTUAL QE IS NOT RESPONSIBLE FOR THE QUALITY, ACCURACY, TIMELINESS, RELIABILITY OR ANY OTHER ASPECT OF THESE PRODUCTS AND SERVICES. YOUR USE OF THIS SITE ALSO SIGNIFIES YOUR RELEASE OF VIRTUAL QE AND ITS AFFILIATES FROM ANY DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST THEM, ARISING FROM YOUR USE OF THESE PRODUCTS OR SERVICES.**

**14. Reservation of Rights to Comply with Laws.** Virtual QE reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in Virtual QE's sole discretion are objectionable or in violation of these terms and conditions.

**15. Disclaimer.**

**VIRTUAL QE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS SITE OR IN THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. VIRTUAL QE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS ASSOCIATED WITH THE SUBMISSION OF A USER'S INFORMATION TO BE LISTED IN THE CONSULTING DIRECTORY.**

**OPINIONS, ADVICE, STATEMENTS OR OTHER COMMENTS ON THE SITE SHOULD NOT NECESSARILY BE RELIED UPON AND ARE NOT TO BE CONSTRUED AS PROFESSIONAL ADVICE FROM VIRTUALQE.COM. VIRTUAL QE DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED, AND IS NOT RESPONSIBLE FOR ANY LOSS RESULTING FROM YOUR RELIANCE ON SUCH INFORMATION. YOU UNDERSTAND AND AGREE THAT YOU MUST TAKE ALL REASONABLE PRECAUTIONS TO DETERMINE THE ACCURACY AND COMPLETENESS OF INFORMATION THAT YOU RELY UPON IN DECIDING TO PROFESSIONALLY CONNECT WITH AND RECRUIT USERS OF THE CONSULTING DIRECTORY.**

**IN INSTANCES WHERE VIRTUAL QE HAS PROVIDED LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES, NEITHER VIRTUAL QE, ITS PARENT OR SUBSIDIARY COMPANIES NOR THEIR AFFILIATES OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD-PARTY SITES.**

**THE MATERIALS IN THIS SITE AND THE THIRD-PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, VIRTUAL QE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VIRTUAL QE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE, INCLUDING BUT NOT LIMITED TO ITS DIRECTORY AND DATABASES, OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

**VIRTUAL QE DOES NOT WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE, BE UNINTERRUPTED, BE ERROR FREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED.**

**VIRTUAL QE DOES NOT WARRANT OR GUARANTEE THAT A USERS RECRUITING EFFORTS WILL RESULT IN A CERTAIN OUTCOME. THIS MEANS THAT USING THE SITE AND CONSULTING DIRECTORY SERVICES DOES NOT GUARANTEE ANY RESULTS WHETHER A USER WILL BE RECRUITED OR FIND ANOTHER USER TO RECRUIT. A USER'S INABILITY TO RECRUIT OR TO BE RECRUITED WILL IN NO WAY BE GROUNDS FOR ANY CLAIM OR FINANCIAL RECOVERY. THIS IS AN INHERENT RISK IN ANY RECRUITING SITUATION, THAT YOU MAY OR MAY NOT REACH YOUR DESIRED RECRUITING OUTCOME.**

**16. Termination.** This agreement is effective until terminated by Virtual QE at any time without notice. In the event of termination, you are no longer authorized to access our Site or Consulting Directory and the restrictions imposed on you with respect to material retrieved from the Site and Consulting Directory, the disclaimers and limitations of liabilities set forth in this agreement, shall survive.

**17. Arbitration of Disputes.** If there is any dispute about or involving these Terms, or the Virtual QE service, you agree that any dispute shall be resolved by binding arbitration in the state of Florida, in accordance with

**the rules of the American Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction.**

**18. No Class Arbitrations.** You agree that there will be no class arbitration, or actions brought on behalf of a group of individuals. You agree that that an alleged dispute arising from use of the Virtual QE service cannot be brought as a class or other form of representative action, in or outside of an arbitration proceeding.

**19. Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles or conflicts of law.

**20. Severability.** If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

**21. Entire Agreement.** This Terms constitute the entire agreement between Virtual QE and you with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral.

**Contact Us.** If you have any questions regarding these Terms and Conditions for Use, contact us for more information, at [info@virtualqe.com](mailto:info@virtualqe.com).