

Release Agreement

1. Terms and Conditions

Under the terms of this Release, and the sufficiency of which is hereby acknowledged, the Releasor hereby releases and forever discharges the Releasee of:

- All liability for the creation, maintenance, and publishing of the website: _____ (“Website”).
- All liability for the content of emails sent or received using its email services. Furthermore, QNE LLC disclaims any responsibility for the loss of emails or business resulting from undelivered or unnoticed emails.
- All liability for potential unintentional plagiarism, copyright, and/or trademark infringement.
- All liability for the misuse or misinterpretation of content published on the Website, false marketing, or advertising violations.

The Releasor takes full responsibility and all liability for the content of the Website and all information published therein. QNE LLC. solely publishes content as instructed, and the Releasor acknowledges, understands, and accepts responsibility to revise the Website for potential issues and/or violations of state, local, and federal laws, copyright, and/or trademark infringements.

2. Intellectual Property and Responsibility

The Releasor acknowledges that the Releasee shall have no obligation or duty to perform trademark, service mark, or copyright searches or inquiries to validate the propriety or legality of the final Website. The Releasee makes no representation, warranty, or guarantee as to whether the Website may infringe on third-party intellectual property rights. The Releasor is encouraged to perform their own independent searches regarding the Website.

Furthermore, the Releasor acknowledges that the Releasee shall have no responsibility or obligation of any kind to assist in seeking state, federal, country, or international intellectual property protection, nor shall the Releasee assist in any way in procuring or perfecting such rights in the Website.

3. Content Evaluation

You agree to evaluate and bear all risks associated with the use of any Content, including reliance on its accuracy, completeness, or usefulness. QNE LLC. may utilize third-party generative artificial intelligence tools (AI Tools) that process your content (Input) and generate output based on your Input (Output) to create text or other content for use on your Website. You are responsible for reviewing the Output to ensure it complies with any content restrictions, trademark, and copyright laws.

4. Design and Licensing

QNE LLC. may purchase website design licenses under the GNU General Public License to use on your site or create your Website without templates or purchased designs upon request. You accept full responsibility to ensure that your Website design is not already licensed before copyrighting, trademarking, or protecting your Website.

5. Service Provision and Expectations

We strive to provide Services that meet your expectations. However, we do not guarantee that expectations will be met if requests are unreasonable or cannot be completed within the scope of the Service.

You agree that all requests will be reasonable in nature and within the scope of the Services purchased.

Our completion of the Services depends upon your timely feedback and approval. We are not responsible for additional fees, time, or expenses incurred due to delays caused by your lack of or untimely response, feedback, or approval, including your failure to initiate the design process.

6. Content Restrictions

We reserve the right to refuse any direction to create a Website that contains tasteless images, copyrighted or trademarked materials of others, infringes on the intellectual property rights of another, harasses, defames, or slanders another, encourages or promotes terrorism or other illegal activities, contains illegal content, or for any other reason that we, in our sole discretion, decide.

7. Disclaimer of Endorsement

We do not endorse any of the websites built using our services and expressly disclaim any and all liability or responsibility regarding the same.

8. Backup and Archival

We have the right, but not the obligation, to back up or archive your Website before delivery or in the event of cancellation.

9. Third-Party Software

We have the discretion to use third-party software, add-ons, or plug-ins during the building and maintenance process. We are not responsible for the maintenance of any third-party add-ons or plug-ins added to your website during or after the initial build. You are solely responsible for ensuring your add-ons or plug-ins remain current and

functional by paying the required fees. QNE LLC. does not purchase premium plugins except by request, and price adjustments on your website plan will occur.

10. Subscription and Payment

Provision of all Services, including any free products or services included in your plan, is dependent upon your active subscription to the Services. Failure to maintain your account in good standing will result in the termination of any outstanding or pending Services, including any free products or services included in your plan, without refund or credit. Recurring billing for your Services plan will begin on the date of submission of this form at a 20% discount, and full billing will begin on the day of publication of your Website.

You agree to pay, in full, the amount owed to QNE LLC. as the result of signing up for and using our Services.

11. Content Submission

After your initial conversation with QNE LLC. about getting a Website, you will be required to provide any content you deem necessary to be included in the initial build of your Website. Upon approval of all of your content, we will begin building your Website.

12. Liability for Submitted Materials

It is your responsibility to maintain independent back-up copies of any materials you submit. We expressly disclaim any liability or responsibility for any loss, damage, or destruction of any content or materials you submit.

13. Termination Conditions

You understand and agree that QNE LLC. has the absolute right and power, in its sole discretion and without any liability to us whatsoever, to terminate your Service if:

- You fail to complete the initial interview or submit content for your initial Design within six (6) months of starting your website.
- You fail to provide any other requested content, feedback, or approval within thirty (30) days of our request.

Refunds are based on time elapsed and the status of the project. If your service has been terminated, QNE LLC. is no longer responsible for fulfillment of the service.

14. Compliance and Indemnification

It is solely your responsibility to ensure that any and all User Content provided to us to perform the Services on your behalf does not infringe or violate the intellectual property rights of any third party. We shall have no liability, and you agree to defend and

indemnify us against any actual or alleged claim that any User Content provided by you infringes or violates any rights of third parties.

15. Service Restrictions

You are strictly prohibited from using QNE LLC's services for the following activities:

- Displaying or advertising pornographic, tasteless, or otherwise offensive materials, descriptions, images, products, or services;
- Selling or promoting stolen or illegal items, or facilitating or instructing others to engage in illegal activities;
- Selling or promoting products that infringe on third-party rights, such as copyrights or trademarks, or counterfeit goods designed to mimic the brand features of genuine products;
- Selling or promoting controlled substances, illegal drugs (including prescription drugs), items used to manufacture controlled substances and illegal drugs, or drug paraphernalia;
- Selling or promoting products that have been recalled by the Consumer Product Safety Commission;
- Selling or promoting content related to or products derived from threatened or extinct species;
- Promoting offline or online gambling, or providing instructions for gambling;
- Promoting content that may be perceived as capitalizing on or lacking sensitivity towards natural disasters, conflicts, deaths, or other tragic events. Exceptions include companies whose business model involves assisting customers impacted by such events (e.g., insurance agencies);
- Promoting content that incites or endorses hatred against others, discriminates against a person or group inappropriately, or seeks to intimidate, exploit, or humiliate others;
- Promoting content containing violent language, gruesome or disgusting imagery, or accounts of physical trauma. Content containing gratuitous portrayals of bodily fluids or waste. Exceptions include websites for medical purposes;
- Promoting content containing obscene or profane language or content likely to shock or scare.

16. Product Restrictions

You agree you will not use Services to build Websites that sell:

- Alcoholic beverages.
- Vaporizers, marijuana, tobacco products.
- Guns, gun parts, or weapons.
- Non-prescription and prescription pharmaceutical substances.
- Explosives or similar products.

17. Design Service Restrictions

Website Design Service Restrictions and Exceptions (non-exhaustive list):

- We restrict the promotion of alcoholic beverages.
- We restrict the promotion of knives to allow only for legal and responsible uses such as defense, collection, kitchen appliances, recreation, or sport.
- We restrict the promotion of products, or the instruction of products, that are designed to explode and could cause damage to nearby people or property, to allow only for simple fireworks or model rockets.
- We restrict the promotion of guns, gun parts, or weapons to allow only for legal and responsible use.
- We restrict the promotion of pharmaceutical substances to allow only for those that comply with local laws and industry standards.
- We restrict the promotion of political candidates, parties, or content to allow only for content that does not violate any other areas of our guidelines.
- We restrict the promotion of tobacco and tobacco-related products to allow only for the promotion of quitting smoking.

We reserve the right to refuse service to anyone.

18. Legal Compliance

You are responsible for ensuring that any content on your Website or product posted for sale in your Website complies with all applicable laws and regulations.

19. Consumer Responsibilities

You acknowledge and agree that you are solely responsible for compliance with the following:

- All applicable laws and regulations.
- Taxes and fees.
- Customer service.
- Fulfillment and delivery.
- Visibility for all terms and policies.

In the event you violate this policy, QNE LLC. reserves the right to suspend and disable access or remove your Website and/or Website Content without any liability.

20. Right to Determine Content Legality

We reserve the right and sole discretion to determine whether the content on your Website or the sale of any particular item is illegal or otherwise prohibited.

21. License Grant

By submitting content for your Design to us, you grant us an unrestricted license to use the content for the purpose of creating your Design and to display screenshots of your Design online, in marketing materials, or in any other manner we desire.

22. Intellectual Property Rights

Unless otherwise specifically provided in this Agreement, no right or license under any copyright, trademark, patent, or other intellectual property right or license is granted by this Agreement. We reserve all rights not expressly granted herein.

23. Use of Third-Party Materials

As part of the Services, you may be allowed to use certain photographs, illustrations, or other images (“Images”) and/or software, widgets, add-ons, plug-ins, or other applications (“Software”) developed, owned, or licensed by third-party providers. Your use of the Images/Software is subject to the terms and conditions of such license agreement, which are in addition to (not in lieu of) the terms and conditions of this Service Agreement.

You acknowledge and agree that:

- The Images/Software have not been sold or distributed to you;
- You may use the Images/Software only as part of the Services;
- You may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Images/Software;
- You may not modify, reverse-engineer, decompile, disassemble, reverse compile, create derivative works of, or attempt to derive the source code from the Images/Software.

24. Account Cancellation

You are solely responsible for canceling your account by notifying QNE LLC. by phone or via everythingqne.com or email.

25. Changes to Third-Party Materials

We may disclose your personal information to third-party providers as necessary to provide the third-party Images/Software. We reserve the right to modify, change, or discontinue the use of the Images/Software at any time, and you agree to cooperate in performing any steps necessary in connection therewith.

26. No Warranties

We make no representations or warranties about any third-party Images/Software offered in connection with the Services and expressly disclaim any liability or responsibility regarding the same.

27. Indemnification

You acknowledge and agree that you will protect, defend, indemnify, and hold harmless us from and against any and all claims imposed upon or incurred by us directly or indirectly arising from your use or misuse of any third-party Images/Software.

28. Archival Rights

You hereby grant to QNE LLC. and its vendors and subcontractors all necessary rights and licenses with respect to your Website created by QNE LLC. to carry out our obligations under this Agreement and to make a reasonable number of archival or back-up copies as deemed necessary by QNE LLC.

29. Responsibilities of the Releasor

To perform the Website Services, you shall be responsible for:

- Providing QNE LLC. with all requested information and custom images.
- Contacting QNE LLC. promptly to make changes to your Website.
- Contacting QNE LLC. promptly with notice of your decision to cancel or discontinue the Website Services.
- Obtaining Internet connectivity.
- Ensuring the accuracy of materials provided to QNE LLC.
- Responding promptly to requests necessary for the project to move forward.
- Maintaining independent back-up copies of any materials you submit.
- Following the timeline of activities provided to you by QNE LLC. You agree to respond promptly to various requests necessary for the project to proceed in a timely manner. At any stage of the design process, a designer or project manager will work with you to gather information to initiate, receive feedback to revise, or obtain approval to complete your website. If no response is received from you for more than sixty (60) days, the design project is considered "abandoned". QNE LLC reserves the right to charge a fee for repeated missed consultations, repeated rescheduling of consultations related to any website design work, and/or reinstatement of your website design to an active status if no response has been received from you for 30 days, in accordance with the timeline of activities provided to you by QNE LLC, if any.

30. Disclaimer of Liability for Hacking

QNE LLC expressly disclaims any responsibility for liability arising from the hacking of any websites or customer misuse. QNE LLC does not provide cyber security insurance for its clients. It is the sole responsibility of the client to obtain and maintain appropriate cybersecurity insurance coverage for their website.

31. Electronic Communication

You agree and acknowledge that we may communicate with you electronically, and that such communications satisfy any legal requirement that such communications be in writing.

32. Responsibility for Service Fees

You understand and acknowledge that failure to pay any fees or monthly bills for any services provided by QNE LLC. will result in cancellation and termination of the Service. You understand and acknowledge that QNE LLC. may subcontract projects and/or services. You acknowledge and agree that you will protect, defend, indemnify and hold harmless us from and against any and all claims imposed upon or incurred by us directly or indirectly arising from the use of subcontracted services.

33. Email Compliance

QNE LLC. is not responsible for emails or the content of those emails sent or delivered using QNE Mail or QNE Services. All mailing lists or emails sent must comply with guidelines set forth by the United States Government. Unsolicited emails will result in termination or suspension of the Service. You acknowledge and agree that you will protect, defend, indemnify, and hold harmless us from and against any claims arising from your use or misuse of QNE LLC. services.

2. Release

THEREFORE, under the terms of this Agreement and the sufficiency of which is hereby acknowledged, you hereby release and forever discharge the Releasee, including their agents, employees, successors, and assigns, and their respective heirs, personal representatives, affiliates, successors, and assigns, and any and all persons, firms, or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, which now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any kind, to both person and property, and any and all injuries and damages that may develop in the future, as a result of or in any way relating to the liability. It is understood and agreed that this Release is made and received in full and complete settlement and satisfaction of the causes of action, claims, and demands mentioned herein; that this Release contains the entire agreement between the Releasor and Releasee; and that the terms of this Release are contractual and not merely a recital.