

## **GLASS TORCH TECHNOLOGIES, INC. TERMS OF USE AND PRIVACY POLICY**

Glass Torch Technologies, Inc.'s (the "Company") website at [www.glasstorchtech.com](http://www.glasstorchtech.com) (the "Site") provides information about the Company and its products and services. The Company makes this Site available for informational purposes only, subject to the Company's Terms of Use and Privacy Policy. By using the Site, you indicate your acceptance of the Company's Terms of Use and Privacy Policy.

### **TERMS OF USE**

#### **Usage Regulations:**

The Site is made available for information purposes only. You may display, reformat and print information from the Site for your own personal, non-commercial use only. You cannot sell, re-publish or display any content or other material from the Site for any other purpose. All such uses are prohibited without the Company's prior written consent. You shall not modify, move, add to, delete from or tamper with any content or feature of the Site or interfere in any way with its functioning. The Company reserves the right to suspend or terminate access to the Site by anyone who violates these Terms of Use or any applicable law or whose conduct is harmful in the interests of the Company.

#### **Disclaimer of Warranties:**

THE SITE, AND ANY CONTENT, TOOLS, PRODUCTS OR SERVICES DISPLAYED, ACCESSED OR OBTAINED ON OR THROUGH THE SITE AND SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY AND ITS AFFILIATES, SUPPLIERS AND AGENTS DO NOT WARRANT AND EXPRESSLY DISCLAIM THAT: (i) YOUR USE OF THE SITE AND ACCESS TO AND USE OF ALL OF THE TOOLS AND FEATURES THEREON WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, (ii) THAT ANY INFORMATION OBTAINED THEREIN IS ACCURATE, RELIABLE OR COMPLETE, (iii) THAT DEFECTS WILL BE CORRECTED, (iv) THAT THE SITE SHALL BE AVAILABLE WITHOUT DELAY, FAILURE, INTERRUPTION OR CORRUPTION DUE TO LOCAL EXCHANGES, INTER-EXCHANGES, CARRIER LINES, ROUTES, SWITCHES AND OTHER EQUIPMENT OWNED BY THIRD-PARTIES or (v) THAT ANY SOFTWARE, SERVICES, SITE OR SERVER(S) ON WHICH THE SITE IS HOSTED IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SITE AND ANY INFORMATION OR MATERIALS PROVIDED ON OR THROUGH THE SITE IS ENTIRELY AT YOUR OWN RISK.

#### **Release:**

YOU AGREE THAT THE COMPANY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, CONTENT PROVIDERS, PARTNERS OR SUPPLIERS ("RELEASED PARTIES"), SHALL NOT HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE SITE. YOU FURTHER AGREE TO HEREBY AND FOREVER RELEASE AND WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST ANY RELEASED PARTIES FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES OR LOSSES UNDER ANY THEORY OF LIABILITY (INCLUDING ATTORNEYS' FEES AND ASSOCIATED COSTS AND EXPENSES) ARISING FROM YOUR USE OF THE SITE. NOTWITHSTANDING SHOULD YOUR CLAIM ARISE FROM A PURCHASE MADE ON OR THROUGH THE SITE, YOUR TOTAL DAMAGES AND THE COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED THE COST OF THE PRODUCT OR SERVICE PURCHASED (LESS SHIPPING AND HANDLING).

#### **Limitation of Liability:**

YOU EXPRESSLY AGREE AS A CONDITION OF USING THE SITE THAT THE COMPANY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR SPONSORS ARE NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO (i) THE USE OF OR INABILITY TO USE THE SITE; (ii) ANY CONTENT CONTAINED ON THE SITE; (iii) STATEMENTS OR CONDUCT POSTED OR MADE PUBLICLY AVAILABLE ON THE SITE; (iv) ANY PRODUCT OR SERVICE PURCHASED OR

OBTAINED THROUGH THE SITE; (v) ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION AVAILABLE ON THE SITE; (vi) ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, DELETION OF, FAILURE TO STORE, FAILURE TO BACK UP, OR ALTERATION OF ANY CONTENT ON THE SITE, OR (vii) ANY OTHER MATTER RELATING TO THE SITE. NOTWITHSTANDING SHOULD YOUR CLAIM ARISE FROM A PURCHASE MADE ON OR THROUGH THE SITE, YOUR TOTAL DAMAGES AND THE COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED THE COST OF THE PRODUCT OR SERVICE PURCHASED (LESS SHIPPING AND HANDLING).

**Modification; Waiver:**

The Site and the products, services and programs described in the Site may be changed, eliminated or updated without prior notice. The Company may also make changes to the Terms of Use and any Site-related policies, rules or guidelines at any time. Revised terms will be effective when posted to the Site unless otherwise provided by us in the revision. Your continued use of the Site after new Terms of Use or any revised policies, rules or guidelines are posted constitutes your agreement to abide by the revised terms after posted on the Site.

No waiver of any breach of the Terms of Use or the Privacy Policy shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of either the Terms of Use or the Privacy Policy, and no waiver of any provision shall be effective unless made in writing and signed by an authorized representative of the Company.

**Products:**

Product availability, product descriptions and product prices are subject to change at any time without prior notice. The accuracy of product descriptions are not independently verified although commercially reasonable efforts are made to keep product information current; however, some information may be out of date from time to time. Certain weights, measures and similar descriptions are approximate and are provided for convenience only.

**Price and Payment:**

Product prices are subject to change from time to time without prior notice. The price charged for any product will be the price listed for such product in the Site at the time an order is submitted. Product prices do not include shipping and handling fees or sales taxes. Shipping and handling charges will be added to your order. We may be required to collect sales tax from you and, if required, will add sales tax to your order. Orders must include current, valid credit card information. By submitting an order to purchase products, you authorize us to charge to the credit card identified in your order the price for all products purchased in the order, plus all applicable shipping and handling charges and taxes.

**PRIVACY POLICY**

**Information Collection and Changes:**

The Company collects personal identifying information ("PII") from you only if you voluntarily submit such information to the Company on website(s) and through e-mail. The Company also collects PII during transactions, and sponsored events. When visiting the Site, we collect user-specific information on what pages are visited and volunteered information such as survey information and/or site registrations. PII includes your name, postal address, e-mail address, telephone and cell phone numbers, wireless service provider, and all other information you provide to the Company.

The Company may collect information about your interaction with the Company Site and services. For example, the Company may use Web site analytics tools on the Site to retrieve information from your browser, including the web site you came from, the search engine(s) and the keywords you used to find the Company Site, the pages you view within the Site, your browser add-ons, and your browser's width and height. The Company may also use technologies, such as cookies and web beacons (described below), to collect information about the pages you view, the links you click and other actions you take on our sites and services. Additionally, the Company may collect certain standard information that your browser sends to every website you visit, such as your IP address, browser type and language, access times and referring Web site addresses.

**Changes:**

Upon request, the Company will update your personal account information (e.g., customer number), access your account status (outstanding balance), and update your contact information (i.e., name, address, phone number). For more information or to update an account please contact the Company by e-mail at [gtt@glasstorchtch.com](mailto:gtt@glasstorchtch.com), by telephone at (570) 835-9777m or by postal mail at Glass Torch Technologies, Inc., 55 North Main Street, Tioga, PA 16946.

**Benefits to You:**

The information the Company collects allows it to customize the content and/or layout of the pages of the Site for each visitor. In addition, it enables the Company to notify you about updates to the Site or contact you with special offers of interest. In addition, information is shared with reputable organizations that may contact you with special offers of possible interest.

**Children Under 13:**

The Company does not knowingly allow anyone under 13 to provide the Company any personal identifying information. Children should always get permission from their parents before sending any information about themselves (such as, their names, e-mail addresses, and phone numbers) over the Internet to the Company.

**Information Sharing and Disclosure:**

The Company may disclose PII in response to legal process, for example, in response to a court order or a subpoena. The Company also may disclose such information in response to a law enforcement agency's request, or where the Company believes it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of use, to verify or enforce compliance with the policies governing our sites and applicable laws or as otherwise required or permitted by law or consistent with legal requirements.

In addition, we may transfer PII about you if the Company is acquired by, sold to, or merged with another entity.

The Company's agents and contractors who have access to PII information are required to protect this information in a manner that is consistent with this privacy statement by, for example, not using the information for any purpose other than to carry out the services they are performing for us.

Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that PII that we collect will never be disclosed in a manner that is inconsistent with this privacy statement.

We may disclose PII to third parties whose practices are not covered by this privacy statement (e.g., other marketers, magazine publishers, retailers, participatory databases, and non-profit organizations) that want to market products or services to you. If the Company Site shares PII, it will provide you with an opportunity to opt out or block such uses either at the point of submission of your personally identifiable information or prior to any such disclosure.

If you have signed up to receive the Company e-mails and prefer not to receive marketing information from the Site, follow the "unsubscribe" instructions provided on any marketing e-mail you receive from the Site.

To provide visitors with additional or more relevant product and service opportunities, the Company may share non-PII information with third parties.

**What if I don't want commercial/promotional e-mail from the Company?**

If you do not want to receive commercial/promotional e-mail from the Company, you can let us know by please let us know by emailing us at [gtt@glasstorchtch.com](mailto:gtt@glasstorchtch.com), telephoning us at (570) 835-9777, or writing us at Glass Torch Technologies, Inc., 55 North Main Street, Tioga, PA 16946.

**Cookies/Web Beacons/Links:**

In order to provide better service when you return to the Site, the Company may use cookies to store your preferences and information about such things as items added to your shopping cart, purchases you have made with us, what pages you visit, and past activity at a site. "Cookies" are tiny pieces of information stored by your browser on your computer's hard drive. Cookies are also used to ensure that you are not repeatedly sent the same banner ads

and to customize Webpage content based on your browser type (Netscape or Microsoft Explorer, for example). Most browsers are initially set to accept cookies.

If you want to disable cookies, there is a simple procedure in most Internet browsers that allows you to turn off cookies. Please remember, however, that cookies may be required to allow you to use certain features of our sites.

The Company may also use "web beacons" or clear .gifs, or similar technologies, which are small pieces of code placed on a web page, to monitor the behavior and collect data about the visitors viewing a web page. For example, web beacons may be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that page.

The Site may, on occasion, contain links to other web sites with information gathering practices different from the Company's own Site. Visitors should consult privacy policies for all other sites, as the Company has no control over information submitted to or collected by such third parties.

#### **Modifications:**

The Company may need to change this privacy policy from time to time in order to address new issues, evolving technologies, changes on our sites, or business practices. The Company will post those changes so you will always know what information we gather and how we might use that information. Please refer back to this policy regularly. Your continued use of the Site after new Privacy Policy or any revised policies, rules or guidelines are posted on the Site constitutes your agreement to abide by the revised terms.

#### **Data Security**

To ensure the security of your data - including address information and credit card numbers – the Company always uses industry-standard encryption technologies when transferring and receiving consumer data exchanged with our site. The Company has appropriate security measures that protect against the loss, misuse, or alteration of information that we have collected from you.

#### **Rules for Submissions and Messages**

Responsibility for what is posted in the discussion groups or other public forums lies with each user - you alone are responsible for the content of your messages and the consequences of any such messages. The Company cannot and does not review every submission a user may make. The Company neither endorses nor guarantees the accuracy or propriety of any submission. The Company does, however, reserve the right but does not assume the obligation to restrict or prohibit your use of the Site if the Company believes you are violating any of the terms of the agreement and to remove, edit, or relocate any submission as the Company sees fit whether for legal or other reasons.

#### **Member Conduct**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not the Company, are entirely responsible for all Content that you upload, post, or otherwise transmit. The Company does not control the Content posted and, as such, does not guarantee the accuracy, integrity, or quality of such Content. You understand that by using the Site, you may be exposed to Content that is offensive, indecent or objectionable.

#### **You agree to not use the Sites in order to:**

- (1) upload, post, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (2) harm minors in any way;
- (3) impersonate any person or entity, including, but not limited to, a Company official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);

(5) upload, post, or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(6) upload, post, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;

(7) upload, post, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas of the Service that are designated for such purpose;

(8) upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(9) interfere with or disrupt the servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the site;

(10) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(11) "stalk" or otherwise harass another;

(12) collect or store personal data about other users;

(13) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals;

(14) use your home page (or directory) as storage for remote loading or as a door or signpost to another home page; or

(15) engage in commercial activities without the express written consent of the Company.

#### **Rights:**

You acknowledge that we acquire all rights to use any posted materials as described above so that we do not violate any rights you may have in materials you post. By submitting content to or through the Site, you grant the Company the non-exclusive right to reproduce, modify, and distribute it as we see fit in any medium and for any purpose in any form, media, or technology now known or later developed. You also permit any other user to access, display, and print such content for personal use. You verify that any material you submit does not violate, plagiarize, or infringe upon the right of any third party, including copyright, trademark, or proprietary rights. If non-original content is included in your posting, you must obtain permission from the content owner and attribute it.

#### **Copyrights and Copyright Agent:**

The Company respects the rights of all copyright holders. If you believe that your work has been copied and used on the Site in a way that constitutes copyright infringement, please provide the Company's Copyright Agent the following information required by Section 512 of the Digital Millennium Copyright Act:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single on-line site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact the complaining party;

A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Company's Copyright Agent may be contacted at: Copyright Agent, Glass Torch Technologies, Inc., 55 North Main Street, Tioga, PA 16946.

**We appreciate the opportunity to serve you!**

If you have any questions regarding this privacy policy statement or if you feel that this site has not followed its stated information policy, feel free to contact us. Our postal address is: Glass Torch Technologies, Inc., 55 North Main Street, Tioga, PA 16946.

**Effective Date:** November 24, 2010