



A Better Way
INNOVATIONS, LLC

ABW-A BETTER WAY INNOVATIONS, LLC

(herein referred to as ABW)
Sale Terms & Conditions

United States

This document contains the terms and conditions that apply to Customer's purchases of Products from ABW . Acceptance of Customer's order is based on these terms and conditions of sale applying. By accepting delivery of products from ABW, Customer agrees to be bound and to accept these terms and conditions. These terms and conditions shall apply unless Customer and ABW have signed a separate purchase agreement with different terms and conditions which expressly control.

1. Terms of Sale: Payment terms are due on order/in advance or net 30 days from invoice date with approved credit. (To apply for credit, please contact ABW for a Credit Application. All accounts seeking credit or an Open Account, must agree to a Personal Guarantee. Please allow five (5) business days for the credit review to be conducted.) If credit has not been established with ABW, terms shall be designated as payment in advance. ABW reserves the right at any time and for any reason to require payment in advance, or otherwise to modify, suspend, or terminate any credit terms previously extended to Customer. ABW shall be entitled to refuse or delay shipments for failure by Customer to pay within terms any payments due ABW, whether on this or any other contract between ABW and Customer.

All shipments are F.O.B. Origin. The full purchase price shall be invoiced upon delivery to a common carrier. A 1.5% per month service charge, or the maximum permitted by law, whichever is less, may be added to delinquent accounts. In the event that it becomes necessary for ABW to incur collection costs to collect any amount due and payable, Customer agrees to pay such additional collection costs, charges and expenses, including attorney's fees if the account is placed in the hands of an attorney or an agency for collection. Prices are subject to change without notice. Payments should be made according to the instructions on the face of the invoice, based on one of the forms of payment described in section 4 of this document.

2. Order Placement: ABW will accept orders in person, over the phone, via email, via fax or via mail. To place an order via telephone, please contact your ABW sales representative at +1(256) 648-5172 between the hours of 8:00 a.m. – 5:00 p.m. HST (GMT-10), Hawaii Time. To mail a purchase order, please send it to the following address:

ABW Innovations

15 Poinciana Place

Lahaina, HI 96761 USA

3. Web Specials: From time-to-time, ABW will offer special online sales and discounted items. Inventory is limited. Specials are first come, first served; no rain checks are available on web special product(s).

4. Payment for Hardware: Acceptable forms of payment include credit card payment through our online store or via a sales associate (VISA, MasterCard, or Discover), check or money order. All payments are in United States of America (USD) currency only.

Orders paid via check will be held for a minimum of ten (10) business days to allow for proper funding to occur.

5. Payment for Premium Monitoring Services: Payment for premium monitoring services shall proceed annually, with the first services billed upon initiation of the premium service on the ABW system.

Acceptable forms of payment include credit card payment through our online store or via a sales associate (VISA, MasterCard, or Discover), check or money order. All payments are in United States of America (USD) currency only.

Orders paid via check will be held for a minimum of ten (10) business days to allow for proper funding to occur.

6. Cellular Gateway Service Plan/Agreement: Cellular gateways require activation of either a month-to-month or 2-year service agreement (paid monthly) unless otherwise noted, in advance. If a customer wishes to cancel a service agreement before the end date, an early termination fee will apply.

7. Payment for Cellular Gateway Service Plan: Cellular data fees are based upon a monthly, per megabyte usage with 1-megabyte minimum charged at the beginning of the monthly billing cycle. If data usage exceeds the (pre-paid) 1 megabyte (MB) allowance, automatic billing will occur for the next megabyte at that point (and so-on). Data usage resets at the beginning of the customers billing cycle each month. Customer is obligated to stay current with all cellular service plan fees. Failure to do so may result in suspension or termination of service, in which case, early termination fees or a reconnection fee may apply. Automatic billing will be applied to a credit card. If a credit card is not available, the customer will be invoiced. Manually generated cellular service invoices will incur a \$5 handling fee.

8. Shipping Times, Charges and Taxes on Hardware: Orders require preparation, testing & review. Most shipments will be made within 2 weeks. All orders are delivered Monday through Friday unless you call your sales representative at +1(256) 648-5172 in advance to request a Next Day Air Saturday delivery for an extra charge (please contact your sales representative to find out charges), if available. Contact your ABW to determine your expedited rates if needed.

Separate charges for shipping (UPS, FedEx, DHL or USPS rates apply) and handling (\$5) will be shown on the invoice(s). ABW's preferred carrier is USPS Flat Rate Service, except Cone-Genie® must be shipped by Fed EX or UPS. Other carriers such as FedEx can be used for additional fees. If you are already established with another carrier and can provide ABW with a shipping number, ABW will ship via your specified carrier.

Unless Customer provides ABW with a valid and correct tax exemption certificate applicable to the product ship-to location prior to ABW's acceptance of the order, Customer is responsible for sales tax, any value added or import taxes associated with the order. If applicable, a separate charge for taxes will be itemized on the invoice.

9. International Customers: ABW is not responsible for any brokerage, customs fees, or country taxes. The actual value of all orders is indicated on the invoice, and restatements using lower values are not permitted.

10. Title and Risk of Loss: Title to products and risk of loss passes from ABW to Customer upon shipment from ABW's facilities and delivery of the product to a common carrier. Title to software will remain with the applicable licensor(s).

11. Claims for Missing or Damaged Goods: Any claims by Customer for the omission of products in the shipped goods, shortages of product, or damaged goods in a shipment are waived by Customer unless Customer provides notice to ABW within 15 days after Customer's receipt of shipment.

12. Limited Warranty:

(a) ABW warrants that ABW-branded Shop-Sentry & Home Sentry products will be free from defects in materials and workmanship for a period of three (3) years from the date of shipment, and with respect to hardware and will materially conform to their published specifications for a period of one (1) year with respect to software & one (1) Year on Cone-Genie products. ABW may resell sensors manufactured by other entities and

are subject to their individual warranties; ABW will not enhance or extend those warranties. ABW does not warrant that the software or any portion thereof is error free. ABW will have no warranty obligation with respect to Products subjected to abuse, misuse, negligence or accident. If any software or firmware incorporated in any Product fails to conform to the warranty set forth in this Section, ABW shall provide a bug fix or software patch correcting such non-conformance within a reasonable period after ABW receives from Customer (i) notice of such non-conformance, and (ii) sufficient information regarding such non-conformance so as to permit ABW to create such bug fix or software patch. If any hardware component of any Product fails to conform to the warranty in this Section, ABW shall, at its option, refund the purchase price less any discounts, or repair or replace non-conforming Products with conforming Products or Products having substantially identical form, fit, and function and deliver the repaired or replacement Product to a carrier for land shipment to customer within a reasonable period after ABW receives from Customer (i) notice of such non-conformance, and (ii) the non-conforming Product provided; however, if, in its opinion, ABW cannot repair or replace on commercially reasonable terms it may choose to refund the purchase price. Repair parts and replacement products may be reconditioned or new. All replacement products and parts become the property of ABW. Repaired or replacement products shall be subject to the warranty, if any remains, originally applicable to the product repaired or replaced. Customer must obtain from ABW a Return Material Authorization Number (RMA) prior to returning any Products to ABW. Products returned under this Warranty must be unmodified. All warranties are only provided to the original purchaser.

ABW reserves the right to repair or replace products at its own and complete discretion. Customer must obtain from ABW a Return Material Authorization Number (RMA) prior to returning any products to ABW. Products returned under this Warranty must be unmodified and in original packaging. ABW reserves the right to refuse warranty repairs or replacements for any products that are damaged or not in original form.

(b) As a condition to ABW's obligations under the immediately preceding paragraphs, Customer shall return Products to be examined and replaced to ABW's facilities, in shipping cartons which clearly display a valid RMA number provided by ABW. Customer acknowledges that replacement products may be repaired, refurbished or tested and found to be complying. Customer shall bear the risk of loss for such return shipment and shall bear all shipping costs. ABW shall deliver replacements for Products determined by ABW to be properly returned, shall bear the risk of loss and such costs of shipment of repaired products or replacements, and shall credit Customer's reasonable costs of shipping such returned Products against future purchases. Return of Cone-Genie® is at the cost of purchaser and subject to a 10% restocking fee.

(c) ABW's sole obligation under the warranty described or set forth here shall be to repair or replace non-conforming products as set forth in the immediately preceding paragraph or to refund the documented purchase price for non-conforming Products to Customer. ABW's warranty obligations shall run solely to Customer, and ABW shall have no obligation to customers of Customer or other users of the Products.

Limitation of Warranty and Remedies.

THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO PRODUCTS PURCHASED BY CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS AND SERVICES FURNISHED BY ABW ARE NOT GUARANTEED TO BE UNINTERRUPTED OR ERROR-FREE. ADDITIONALLY, YOU AGREE THAT WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY; BY WIRELESS CARRIERS, DATA CENTERS, BUILDINGS, ACCIDENTS, HILLS, NETWORK CONGESTION, TUNNELS, TOWERS, WEATHER OR OTHER THINGS WE DON'T CONTROL; OR BY ANY ACT OF GOD. FURTHERMORE, ABW SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY AND WARRANTIES, IMPLIED OR EXPRESSED, FOR USES REQUIRING FAIL-SAFE PERFORMANCE IN WHICH FAILURE OF A PRODUCT COULD LEAD TO DEATH, SERIOUS PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE SUCH AS, BUT NOT LIMITED TO, LIFE SUPPORT OR MEDICAL DEVICES OR NUCLEAR APPLICATIONS, OR LOSS OF PROPERTY, PRODUCTS, INVENTORY OR ASSETS. PRODUCTS ARE NOT DESIGNED FOR AND SHOULD NOT BE USED IN ANY OF THESE APPLICATIONS. IF YOU NEVERTHELESS CHOOSE TO USE THE PRODUCTS, SOFTWARE, AND/OR SERVICES IN SUCH ACTIVITIES, YOU MUST NOT RELY ON THEM AS YOUR SOLE OR PRIMARY SOURCE OF MONITORING, PROTECTION OR ASSURANCE OF SAFETY. CUSTOMER FURTHER UNDERSTANDS & AGREES THAT PROPER TRAINING FOR USE OF ABW SYSTEMS IS IMPORTANT, AND AGREES TO ATTEND & PARTICIPATE IN A TRAINING SESSION IN THE FIRST 30 DAYS OF OPERATION, WHEN CONTACTED BY ABW REPRESENTATIVES. CUSTOMER FURTHER AGREES TO TEST EVERY PIECE OF EQUIPMENT, SENSORS, GATEWAYS, SWITCHES, DEVICES AND ANY OTHER

ITEM REQUIRED IN THE USE/OPEATION OF THE ABW SHOP & HOME SENTRY SYSTEM, TO ENSURE ITS PROPER OPERATION—AND CUSTOMER WILL ENSURE ALL BATTERIES & POWER SUPPLIES TO EQUIPMENT ARE MAINTAINED, TESTED AND REPLACED AS REQUIRED.

ABW'S TOTAL AGGREGATE LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL ABW BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING ABW'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. Publicity: Customer agrees that ABW may use Customer's name and logo in presentations, marketing materials, customer lists, financial reports, and Web site listings of customers. If Customer prefers that their name and/or logo not be used, they must notify ABW. If Customer wishes to use ABW's trade names, trademarks, service marks, logos, domain names and other distinctive brand features ("Brand Features"), Customer may do so, so long as such use is in compliance with this Agreement.

14. Indemnification: ABW shall defend or settle any claim, suit, or action against Customer based on an allegation that any Product purchased by Customer from ABW infringes any third party's U.S. patent or copyright; provided, that Customer has made no modification or alterations to the product and that Customer gives ABW prompt written notice of any claim or suit, sole authority to defend or settle as it sees fit, and full cooperation. ABW may, at its sole option and expense (i) procure for Customer the right to continue using the product (ii) modify the product so that it is non-infringing (iii) procure a replacement product that has substantially the same functionality, or if none of the above options is reasonably available (iv) refund to customer the purchase price originally paid less a use credit for the period of use.

ABW has no liability for any claim, suit or action based in whole or in part upon or arising out of compliance with Customer's designs, specifications or instructions, modification of the Hardware or Software, or the combination of the Hardware or Software with products or items not furnished by ABW. THIS SECTION STATES ABW'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM, SUIT, OR ACTION ALLEGING INFRINGEMENT OF ANY THIRD PARTY PATENT OR COPYRIGHT.

15. Order changes and cancellation policy:

- Orders for standard products
 - Changes may be made to an order within 24 hours of confirmation. Each item changed or canceled after 24 hours will incur a 10% restocking fee. These changes also make the order subject to new lead times at the time of the change—rather than lead times when the originally quoted when the order was received.
- Orders for Customized Products and Special Orders
 - A "Customized Product" is a Product that has been altered, at the request of the Customer, from its original form, fit or function. A "Special Order" is an order that exceeds the normal ABW run rate for a particular product by 20%. Purchase orders accepted for Customized Products or Special Orders are non-cancellable, non-returnable (NC/NR);
- General Provisions
 - Standard lead times apply to all orders unless a specific lead time is quoted at the time of the order.
 - ABW may adjust pricing in cases where orders no longer meet the original annual volume commitments.
 - If the terms stated in this section conflict with terms in ABW's written acceptance of a purchase order, the terms of the acceptance will control.

16. Thirty-Day Satisfaction Guarantee: Customers may return ABW Products for a refund (less 15% restocking fee on Shop-Sentry™ items and 10% on Cone Genie® items, sales tax, Shipping/handling and any expedite fees) if Seller is contacted within twenty days of the Customer's receipt of the product. Customer may return Products for credit, exchange, or a refund. Returns after 30 days will be evaluated on a case-by-case basis. Customer must obtain from Seller a Return Material Authorization Number (RMA) prior to returning any products to Seller. Products must be returned unmodified and in original packaging. Seller reserves the right to

refuse return rights for any products that are damaged or not in original form. Volume orders are subject to a restocking fee.

17. Software: All software is owned by ABW or a third party licensor who shall retain the exclusive right, title, and ownership of the software. Customer is granted a limited, personal, non-exclusive license, without the right to sublicense, to use the software only with the specific ABW manufactured hardware that such software is intended to operate with or, if not for use with specific ABW manufactured hardware, then for the use intended by the Product specification.

18. Governing Law. THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF HAWAII. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Additionally, Customer agrees to comply with all United States laws concerning export or re-export of products and related technology and documentation.

19. Compliance with Laws. All ABW products and publications are commercial in nature. The software, publications, and software documentation available on this website are "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. Pursuant to 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, ABW's publications, commercial computer software, and commercial computer software documentation are distributed and licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in the license agreements that accompany the products and software documentation, and the terms and conditions herein.

These commodities, technology or software are exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

20. Export Restrictions. Customer agrees to comply with all applicable United States export control laws and regulations concerning export and re-export of Products, technology, and documentation, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

21. Disputes. The parties agree that the courts of the State of Hawaii shall have exclusive jurisdiction over any claim or dispute or controversy (whether in contract, tort or otherwise) against ABW, its agents, employees, successors, assigns or affiliates arising out of or relating to this document, ABW's Products advertising, or any related purchase. Customer agrees to appear in any such action and hereby consents to the jurisdiction of such court.

22. Force Majeure. ABW shall not be liable for any damages or penalty for delay in delivery or for any other failure to perform in accordance with the terms and conditions hereof if such delay or failure to perform is due in whole or in part to factors beyond ABW's reasonable control, including, but not limited to, delay in transportation or delay in delivery by ABW's vendors.

23. Severability. Any waiver of or modification to the terms of this Agreement will not be effective unless executed in writing and signed by ABW. If any provision of these terms and conditions are held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other provisions of this document (in the event of any inconsistency between these terms and conditions and any other related agreements between Customer and ABW, the terms of this document shall prevail unless any other agreement(s) are signed by both parties and state its/their terms and conditions control).

24. Entire Agreement. The terms and conditions set forth herein constitute the entire agreement between ABW and Customer. ABW's offer to sell is expressly limited to the terms stated herein. ABW shall not be bound by any terms of Customer's order which add to, modify, or are in any way different from the terms set forth in this document. Applicable to this agreement are other policies and procedures, such as seen in our Data Policy, Privacy Statement & Policy & Cookie Policy.

Inquiries or questions relative to invoices for ABW products should be directed to the sales department at (256) 648-5172, e-mail: info@abw-innovations.com. UPDATED 4-1-25

TERMS & CONDITIONS

DATA POLICY--WEB SITE, PORTAL, SERVICES, EQUIPMENT AND OTHER ONLINE SITES & USAGE

The terms and conditions below (the "Terms") together with the Privacy Policy, Cookie Policy, and Data Policies govern your access to and use of the ABW Innovations web site and related mobile applications, products, and services (collectively, the "Site"), excluding any products and services provided to you by us under a separate written agreement. The Site is offered and provided by ABW Innovations Corporation ("we", "us", or "our"). In some instances, using our Site requires that you install our software on your computer or mobile device (the "Software"). By accessing our Site and in order to install or use Software, you must agree to these Terms without modification by you. You may terminate these Terms at any time by uninstalling the Software (if any), canceling your account with us, and no longer accessing our Site. Some provisions will continue to be effective after termination of these Terms. These Terms constitute a legal agreement between you and us. You agree to these Terms by accessing or using the Site or our Software. Do not access or use the Site or our Software if you are unwilling or unable to be bound by these Terms.

1. Definitions.

a. A "user" is someone who accesses, browses, crawls, scrapes, or in any way uses the Site. The terms "you" and "your" refer to you, as a user of the Site.

b. "Content" means text, images, photos, audio, video, and all other forms of data or communication whether on [www.ABW Innovations.com](http://www.ABWInnovations.com), [www.ABW Innovations.com](http://www.ABWInnovations.com) or any other ABW Innovations website. "Your Content" means Content that you submit or transmit to or through the Site, such as location and/or other account or sensor information and any message you may post on or through the Site or information that you display as part of your account profile. "User Content" means Content that users submit or transmit to or through the Site including Your Content. "Our Content" means Content that we create and make available on the Site. "Third Party Content" means Content that is made available on the Site by parties other than us or our users, such as data providers who license data to us for use on the Site. "Site Content" means all of the Content that is made available on the Site, including Your Content, User Content, Third Party Content, and Our Content.

c. Software means any software provided whether downloaded, viewed or embedded.

d. Hardware means any device, gateway or sensor.

2. Eligibility.

The Site and the Software are not intended for children under the age of 13 and we do not knowingly collect information from children under the age of 13. If we become aware that an individual is under the age of 13 and has submitted any information to us for any purpose, we will delete his or her information from our files. In addition, if a parent or guardian becomes aware that a child has submitted personal information, that parent or guardian should immediately tell us that they would like this information deleted from our records by contacting us at the email address listed on the Site. If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions. Further, you represent and warrant that you (a) have not previously been suspended by us or removed from the Site; (b) do not have more than one account for the Site at any given time; and (c) that you have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party.

3. Privacy/Cookie/Data.

We encourage you to review our privacy policy which can be found below. By agreeing to these Terms you are also agreeing to our Privacy, Cookie, and Data Policies. These policies govern the collection, use and disclosure of information we collect from you. The information we collect is stored and processed by us on servers in the United States and potentially other countries. By installing the Software or using the Site you consent to any such transfer of your information outside your country and/or outside the country where you access or use the Site or have installed the Software.

4. Changes to the Terms.

We may modify these Terms from time to time. When changes are made, we will notify you by making the revised version available on this webpage and changing the Effective Date at the end of these terms. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. You understand and agree that your continued access to or use of the Site or Software after any posted modification to the Terms indicates your acceptance of the modification.

5. User Accounts.

You need to create an account and provide information about yourself in order to use some of the features on the Site. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason. In creating an Account, you may not impersonate someone else, create an account for anyone other than yourself or company which you are able to legally bind to these terms, provide an email address other than your own unless you have explicit permission from the email owner, or create multiple accounts. Some features of the Site may allow you to send and receive text messages (SMS) to your or others' mobile devices. The number of messages per month will depend upon your settings. You grant us authorization to send SMS to your account. Message and data rates may apply and you will be responsible for paying such charges. Check with your carrier if you have questions about your plan and costs. To stop receiving text messages from this service, terminate the notifications within your account.

You authorize us and our affiliates, agents and independent contractors to contact you at any telephone number you provide to us or from which you place a call to us, or any telephone number where we believe we may reach you using any means of communication, including, but not limited to, calls or text messages to mobile, cellular, wireless or similar devices and calls or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages, even if you incur charges for receiving such communications. You also agree that we and our affiliates, agents and independent contractors may use any other medium, as permitted by law and including, but not limited to, mail, text message and e-mail, to contact you. If you want to make a change in how we contact you, including with respect to any telephone number that we might use, please contact us. You agree that we and our affiliates, agents and independent contractors may listen to or record telephone calls between you and our representatives without additional notice to you.

6. Use of the Site.

We grant you permission to use the Site subject to the restrictions in these Terms. In accessing or using the Site, you may be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. We do not endorse or condone such Content. You therefore access and use the Site at your own risk. We reserve the right to set limits on the use of the Site at our discretion. **WE DO NOT GUARANTEE THAT ANY DATA TRANSMITTED TO OR FROM OUR SITE WILL BE ACCURATE OR WITHOUT MISTAKES. YOU ACKNOWLEDGE THAT USING THE ABW INNOVATIONS PRODUCTS IN A MANNER OTHER THAN SPECIFIED IN THE USER MANUAL MAY CAUSE INJURY OR HARM TO PERSON(S) OR PROPERTY.**

7. Restrictions on Use.

You agree that you will not, and will not assist or enable others to:

- a. use the Site or Site Content to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another user's use of the Site;
- b. use the Site for promotional or commercial purposes, except as expressly allowed in writing by us;
- c. use the Site to violate any third-party right, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- d. use the Site in violation of these Terms or any applicable law;
- e. modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by us;
- f. reverse engineer any portion of the Software, Hardware or Site;
- g. remove or modify any copyright, trademark or other proprietary rights notice on the Site or on any materials printed or copied off of the Site
- h. record, process, or mine information about other users;
- i. use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Site or any Site Content;
- j. access, retrieve or index the Site for purposes of constructing or populating a searchable database;
- k. reformat or frame any portion of the Site;
- l. take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure;
- m. attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means; use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses"); use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site; make excessive traffic demands; use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

8. Permission to Use Your Content.

At our sole discretion, we may display Your Content on the Site in order to provide our service(s) and we may use Your Content to promote our Site, Software, and our services and for other business uses. As such, you hereby grant us permission to use Your Content for our business purposes. Please note, we reserve certain rights to preserve Your Content in our off-line servers as explained in our Data Policies. Finally, you irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution with respect to Your Content.

9. Responsibility for Your Content.

You alone are responsible for Your Content. You assume all risks associated with Your Content, including anyone's reliance on its accuracy, completeness or usefulness. You represent that you own, or have the

necessary permissions to use, and authorize the use of, Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by us.

You may expose yourself to liability if, for example, Your Content violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is false, intentionally misleading, or defamatory; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

10. Use of Content.

We may remove or reinstate User Content from time to time at our sole discretion. We have no obligation to retain Your Content beyond any time period that may be specified in the plan you have subscribed to, nor do we guarantee any confidentiality or other responsibility with respect to Your Content.

11. Software License and Restrictions.

When you use this Site or create an account to use the Site, we grant you a limited, non-transferable, non-sub-licensable, non-exclusive license, solely for your own business purposes, to view online or install the Software on one computer or mobile device and/or use the Software as it is delivered to you for the sole purpose of using the Site. These are your only rights with regard to the Software. You may not or assist or enable others to decode, reverse-translate, modify, reverse-engineer, decompile, disassemble, or otherwise reduce the Software into source code form. All communications between us and the Software and the content stored on our computer servers and in the Software includes our confidential information and you may not access, publish, transmit, display, create derivative works of, store, or otherwise exploit any such confidential information except as such functions are performed by the Software in the ordinary course of operation. You do not have the right to create derivative works of the Software. Nothing in these Terms shall be deemed to grant any right or license to You (by implication, estoppel, or otherwise), except as expressly provided herein and no other license, authority to infringe, or immunity from infringement liability shall be deemed to arise or exist as a matter of law or otherwise. The foregoing limitations shall in no way be deemed a derogation of the express rights granted under these Terms

12. Patent Policy Statement.

We may own patent rights or other intellectual property rights for the inventions or other features embodied in the Software or Site. By using the Site or Software, or agreeing to these Terms, we are not granting you any right, title, interest, or license in or to any of our patents or patents of our affiliates including but not limited to those related to (a) system or sensor devices or gateway devices, or virtual models thereof, or (b) any proprietary software that may be used or distributed by us (in a download, install, online or embedded) or our affiliates or their respective customers, on system or sensor devices or gateway devices.

13. Third Party Software, Services and/or Products.

Included as part of the Site and/or the Software provided to you, there may be other software that is licensed and available to you which is subject to third party license agreements. To the extent that these Terms may conflict with licenses or agreements governing your rights to that software, the agreement or license applicable to such third party software is covered by the terms of its applicable license or agreement.

We may make available third party products and services for purchase through the Site. Descriptions and images of, and references to, third party products or services available in connection with the Site do not imply our endorsement of such third party products or services. All descriptions, images, references, features, content, specifications, products and prices of products and services described or depicted on the Site are subject to change at any time without notice. Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Site at a particular time does not imply or warrant that these products or services will be available at any time. It

is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from this Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product or service, to impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions, to bar you from making purchase(s), and/or to refuse to provide you with any product or service. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your purchases. The risk of loss and title to products purchased on the Site pass to the purchaser upon delivery to the carrier.

14. Intentionally Omitted.

15. Notices of Copyright Infringement.

Notifications of claimed copyright infringement should be sent to ABW Innovations Corporation's Designated Agent in writing at the following address:

ABW Innovations
15 Poinciana Place
Lahaina, HI 96761

to be effective, the Notification must include the following:

- a. A physical or electronic signature of the owner whose exclusive right is allegedly infringed or a person authorized to act on his or her behalf;
- b. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or is 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 on the Site;
- d. Information reasonably sufficient to permit us to contact the copyright owner or his/her authorized agent including an address, telephone number, and if available, an electronic mail address;
- e. A statement that the copyright owner or authorized agent 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;
- f. A statement that the information in the notification is accurate, and if submitted by the owner's authorized agent a statement under penalty of perjury, that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

A court order to restrain the alleged infringer from engaging in infringing activity in relation to the allegedly infringing material, we will restore the allegedly infringing material.

17. Site Availability.

We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability.

18. Unauthorized Access.

We reserve the right to exercise whatever lawful means we deem necessary to prevent unauthorized access to or use of the Site, including, but not limited to, technological barriers, IP mapping, and contacting your Internet Service Provider (ISP) regarding such unauthorized use.

19. Links to Third Parties.

The Site may include links to other websites (each, a "Third Party Site"). We do not control or endorse any Third Party Site, and you agree that we are not responsible for the availability or contents of such Third Party Sites. Some of the products and services made available through the Site are provided in connection with third parties and subject to additional terms posted here which you are bound by in accordance with its terms, which terms are incorporated herein by reference.

20. Export Compliance.

By viewing the website, downloading software or using embedded software in Hardware, you agree that you are solely responsible for complying with all United States export control regulations, including the Export Administration Regulations ("EAR"), and sanctions programs, including those administered by the United States Treasury Department's Office of Foreign Assets Controls ("OFAC"), and all other applicable international trade regulations. You agree that you will not download or use the Software without all required approvals in any proscribed destination (including Cuba, Iran, North Korea, Sudan, and Syria), on behalf of any proscribed entity or person, for any proscribed end use, or in any other manner contrary to these export regulations and sanctions programs. By downloading or using the Software, you represent, warrant and certify that you are not a proscribed end-user or utilizing this software for a proscribed end use under these regulations. This assurance shall survive the expiration or termination of this Agreement.

21. Suggestions and Improvements.

By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide right and license to use, modify, publish, distribute, create derivative works of and sublicense the Feedback in our sole discretion.

22. Termination.

a. We may terminate or suspend your account or ability to use the Site, in whole or in part, at our sole discretion, for any or no reason, and without notice or liability of any kind. For example, we may terminate or suspend your account or ability to use the Site if you misuse the Site. Any such termination or suspension could prevent you from accessing your account, the Site, Your Content, Site Content, or any other related information.

b. You may terminate these Terms at any time by closing your account, discontinuing your use of any and all parts of the Site and if you have installed our Software, by uninstalling it. If you close your account, we may continue to use Your Content for our business purposes.

c. In the event of any termination, whether by you or us, Sections 1, 8, 9, 21 – 29 of these Terms will continue in full force and effect.

23. Ownership.

We own Our Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, and all other elements and components of the Site excluding Your Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with Our Content, the Software and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of Our Content or Software in whole or in part except as expressly authorized by us. Except as

expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site, the Software and Our Content are retained by us.

24. Warranties, Disclaimers, and Limitations of Liability.

a. THE SOFTWARE, SITE AND ALL SITE CONTENT, EQUIPMENT, SENSORS, GATEWAYS OR OTHER ITEMS, IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS. WE (FOR THE PURPOSES OF SECTION 24 AND 25, WE AND OUR AFFILIATES, WIRELESS CARRIER AND OTHER SERVICE PROVIDERS, DISTRIBUTORS, ORIGINAL EQUIPMENT MANUFACTURERS, SUPPLIERS AND PARTNERS ARE COLLECTIVELY REFERRED TO AS "OUR," "WE" OR "US") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, REGARDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING (1) THE OPERATION AND FUNCTIONALITY OF THE SOFTWARE OR SITE, SENSORS, GATEWAYS OR EQUIPMENT, (2) THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, SAFETY, AND IP RIGHTS OF ANY OF THE SOFTWARE, SITE CONTENT, OR DATA TRANSMITTED THROUGH THE SITE, AND (3) THE PRODUCTS AND SERVICES ASSOCIATED WITH THE SOFTWARE, SITE OR SITE CONTENT. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE IS FREE FROM VIRUSES OR OTHER HARMFUL OR MALICIOUS COMPONENTS AND WE DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE. WE MAKE NO REPRESENTATIONS OR WARRANTIES ON THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY LOCATION OR OTHER DATA MADE AVAILABLE TO YOU. YOUR USE OF ANY INFORMATION AVAILABLE THROUGH THE PRODUCTS, SOFTWARE AND/OR SERVICES IS AT YOUR OWN RISK AND RESPONSIBILITY.

b. UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, THE LIMITATIONS AND WAIVERS IN THIS SECTION WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER STATUTORY, FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY. YOU WILL NOT BE ENTITLED TO SEEK ANY ATTORNEYS FEES, INDIRECT, SPECIAL, TREBLE, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM US. YOU AGREE THAT WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY; BY WIRELESS CARRIERS, DATA CENTERS, BUILDINGS, ACCIDENTS, HILLS, NETWORK CONGESTION, TUNNELS, TOWERS, WEATHER OR OTHER THINGS WE DON'T CONTROL; OR BY ANY ACT OF GOD. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY OF OUR SERVICE PROVIDERS AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND SUCH SERVICE PROVIDERS. UNLESS YOU HAVE A SEPARATE CONTRACT WITH OUR SERVICE PROVIDERS, SUCH SERVICE PROVIDERS HAVE NO LEGAL, EQUITABLE OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU WAIVE ANY AND ALL CLAIMS OR DEMANDS FOR SUCH LIABILITY. OUR MAXIMUM LIABILITY TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO US \$100.

25. Indemnity.

You agree to indemnify and hold us, our parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Site, (ii) your violation of these Terms, (iii) claims for libel, slander or any property damage, personal injury or death, (iv) the use, failure to use, or inability to use the Site or Software or any products or services available through the Site, caused directly or indirectly by you, or (v) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. We reserve the right, at your expense, to assume the exclusive defense and control of any

matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

26. Disputes and Mandatory Arbitration Clause.

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION CLAUSE. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE ANY CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU WOULD PREFER TO LITIGATE SUCH CLAIMS BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION, MAY NOT BE AVAILABLE IN ARBITRATION OR MAY BE MORE LIMITED.

a. The Federal Arbitration Act applies these Terms. Any dispute, controversy or claim between us, regardless of whether based on your subscription, the services, the balance on your account, your Product, any prior account you had with us, your application, these Terms, any prior agreement or any other facts, and regardless of whether the legal theory is based on these Terms, another common law theory, a statute or another ground (each, a "Claim"), will be settled by neutral arbitration before the American Arbitration Association ("AAA"). Claims within the applicable small claims limit in your jurisdiction may be brought in small claims court rather than arbitration.

b. Forum Selection and Applicable Procedure. Unless you and we agree otherwise, the arbitration will take place in Maui County, Hawaii. For Claims over \$10,000 the AAA's Wireless Industry Arbitration ("WIA") rules will apply. In large/complex cases under the WIA rules, the arbitrators must apply the Federal Rules of Evidence and a party may have the award reviewed by a panel of three new arbitrators. For Claims of \$10,000 or less, the complaining party can choose either the AAA's Supplementary Procedures for Consumer-Related Disputes or individual action in small claims court filed in Maui County, HI. You can obtain procedures, rules and fee information from the AAA (www.ADR.org). Each of us may be required to exchange relevant evidence in advance. For claims of \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephonic hearing, or by an in-person hearing. To initiate arbitration under these Terms, contact the AAA, which will provide the necessary forms for you to submit. In the case of a conflict between any arbitration rules and these Terms, these Terms govern.

c. Intentionally Omitted.

d. CLASS ACTION WAIVER. YOU AND WE EACH WAIVE THE RIGHT TO BRING CLAIMS ON A REPRESENTATIVE OR CLASS BASIS, EVEN IF AAA OR WIA PROCEDURES OR RULES WOULD ALLOW IT. WE ARE EACH WAIVING THE RIGHT TO A JURY OR COURT TRIAL. The arbitrator may award monetary or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. IF THIS CLASS ACTION WAIVER IS DEEMED UNENFORCEABLE, THEN THE ENTIRE ARBITRATION PROVISION SHALL BE DEEMED UNENFORCEABLE. IN NO CIRCUMSTANCE SHALL CLASS CLAIMS BE BROUGHT OR ADJUDICATED IN ARBITRATION.

e. Claim Notices. If you or we have a Claim against the other, before initiating, joining, or participating in any lawsuit, arbitration or other legal proceeding, the complaining party shall give the other party: (1) a written notice of the Claim (referred to below as a "Claim Notice"), explaining in reasonable detail the nature of the Claim and any supporting facts; and (2) a reasonable good faith opportunity (not less than 30 days) to resolve the claim without the necessity of a legal proceeding. Any Claim Notice directed to ABW Innovations shall be sent to us at ABW Innovations Corporation, 15 Poinciana Place, Lahaina, HI 96761. Any Claim Notice directed to you shall be sent to your address appearing in our records or, if you advise us that you are represented by counsel, to your attorney at your attorney's office. If you or we fail to comply with this Claim Notices provision

before commencing a lawsuit, arbitration or other legal proceeding, that failure shall be a complete defense to all claims asserted in such proceeding.

f. Use of Arbitration Award or Judgments in Subsequent Cases. An arbitration award and any judgment confirming it only applies to the arbitration in which it was awarded and can't be used in any other case except to enforce the award itself.

g. Cure Provision. You and we intend for both of us to have the right to arbitrate disputes on an individual basis as set forth above. If a court finds any reason to invalidate or refuse to enforce this arbitration provision, the party aggrieved by that decision shall have the right to take unilateral action to eliminate the basis for the court's decision, such as by waiving any right or remedy it has under these Terms or agreeing to additional fee or cost shifting. This cure right may be exercised during briefing of a motion to compel arbitration, during oral argument, or in a renewed motion to compel arbitration. If a renewed motion is filed, you and we agree that the exercise of cure rights hereunder shall constitute new facts permitting such a renewed motion.

h. Applicable Law. Except to the extent we've agreed otherwise in the provisions on arbitration, or as required by Federal law, these Terms and all disputes between us (whether or not based on these Terms) are governed by the laws of the state of Hawaii, without regard to that state's conflict of laws principles.

27. Miscellaneous.

a. U.S. Government Restricted Rights. The Software and Site are provided with Restricted Rights. Federal, state and local governments agree to the terms and conditions of this commercial license.

b. No agency, partnership, joint venture, or employment is created as a result of these Terms, and you do not have any authority of any kind to bind us in any respect whatsoever.

c. We may provide you with notices, including those regarding changes to these Terms by email, regular mail or postings on the Site. You hereby waive service of process in connection with any legal matters or proceedings pertaining to these Terms, and agree that (to the extent permitted by applicable law) service at the address indicated in your account information is proper service. Such service may be served by mail or fax, which shall be deemed full and complete service on you. If you intend to carry out legal action of any kind against the Site you are required to contact us at least ten (10) business days before any legal claim is made.

d. These Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

e. Any failure on our part to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

f. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

g. These Terms are not assignable, transferable or sublicensable by you except with our prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

h. The section titles in these Terms are for convenience only and have no legal or contractual effect.

28. Contact and Violations.

Please contact us with any questions regarding these Terms. Please report any violations of these Terms to us using the Feedback form within the Website or write to us at:

ABW Innovations
15 Poinciana Place
Lahaina, HI 96761

Effective Date: May 25, 2018

PRIVACY STATEMENT & POLICY

IMPORTANT

Acknowledgement of Our Privacy Statement

By using this Site, you acknowledge that you have reviewed the terms of our Privacy Statement and Consent to Use of Data (the "Privacy Statement and Consent") and agree that we may collect, use and transfer your Personal Data and User Data in accordance therewith. The legal basis for this processing of your data is Article 6(1)(b) of the GDPR for the Personal Data we process that forms the basis of a contract. If you do not agree with these terms, you may choose not to use our Site, and please do not provide any Personal Data through this Site. You can always revoke this consent at any time. After you have expressed such a revocation to us, it will influence the permissibility of processing your personal data and may impact the services that we can provide to you.

Provided that we are basing the processing of your personal data on the need to balance interests, you can raise an objection to this processing of your data. This is the case if the processing is not required (in particular to) fulfil a contract with you. When exercising such a right of objection, we request that you outline the reasons why we should not process your personal data in the manner we have described. If you present to us your reasons, we shall check the circumstances and either stop and/or adjust the processing of the data, or present compelling counterarguments for continuing with the data processing.

You can of course object to the processing of your personal data for purposes of advertising and data analysis at any time. You can inform us of your objection to the use of your data for advertising through the contact details given at the bottom of this Privacy Policy.

This Privacy Statement and Consent forms part of our Site Terms of Use, and such shall be governed by and construed in accordance with the laws of the State of Hawaii, United States of America. You agree to submit any dispute arising out of your use of this web site to the exclusive jurisdiction of the State of Hawaii. Please note that this Privacy Statement and Consent does not apply to the providing or use of Personal Data other than through the Site, nor to the providing or use of Personal Data of past or present employees of, or consultants engaged by, ABW Innovations Corporation and/or its subsidiaries, for employment or benefits administration purposes, both of which are governed by ABW Innovations Policies designed for those respective purposes (the "Other Policies").

What follows is a table of contents listing the areas covered by our Privacy Statement and Consent. Please read our entire Privacy Statement and Consent carefully. Should you have any questions about this Statement or about our data collection, storage and use practices, please contact us as provided below.

Changes to ABW Innovations' Privacy Statement and Consent

This Site and our business change constantly. As a result, at times it may be necessary for ABW Innovations to make changes to this Privacy Statement and Consent. ABW Innovations reserves the right to update or modify this Privacy Statement and Consent at any time and from time to time without prior notice. Please review this Statement periodically, and especially before you provide any Personal Data. This Privacy Statement and Consent was last updated on April 1st, 2025. Your continued use of the Site after any changes or revisions to this Privacy Statement and Consent shall indicate your agreement with the terms of such revised Privacy Statement and Consent.

Welcome

Welcome to www.ABWInnovations.com (the "Site"). This Site is operated by ABW Innovations Corporation ("ABW Innovations" or "we" or "us") and has been created to provide our customers the information, products

and other initiatives developed and/or offered by ABW Innovations and its subsidiaries and affiliates (collectively, the "ABW Innovations Services"). You are important to ABW Innovations and, as described in this Privacy Statement and Consent, we will take appropriate measures to protect your privacy as you use this Site. This Privacy Statement and Consent sets forth ABW Innovation's approach with respect to information that is collected from users of this Site. This Site is intended for users in the United States.

Note About Children

If you are under the age of eighteen, please do not provide us any personal information on this Site.

This Site is not directed at children and most of the services offered on this Site are designed for individuals who are 18 years of age or older. We recognize the need to provide additional privacy protections for children who use the Internet. Consistent with the United States Children's Online Privacy Protection Act which applies to information of children under 13 years of age, should an individual whom we know to be under 18 send personal information to us, we will not retain such information except that, in certain instances, we will use that information to satisfy our obligations to follow up on product comments or complaints and we will respond directly to the individual to inform him or her that we do not accept personal information from persons under 18. In addition, although again not required by the Act, If you are aware that a person under 18 has provided personal information to us, please contact us as provided below.

Definitions

"Aggregated Data" includes customer demographics, interests and behavior based on Personal Data and other information provided to us which is compiled and analyzed on an aggregate and anonymous basis.

"Personal Data" includes all information that enables an individual to be identified, including, by way of example, the individual's name and e-mail address.

"Public Information" includes information posted to any public areas of the Site, such as bulletin boards, chat rooms and comment areas. Please refer to our discussion of "Public and Unsolicited Information" contained in our Terms & Conditions.

"Unsolicited Information" includes any ideas for new products or modifications to existing products and other unsolicited communications. Personal Data included in Unsolicited Information will be handled in the manner set forth in this Privacy Statement and Consent; however please refer to our discussion of "Public and Unsolicited Information" contained in our Terms & Conditions..

"User Data" includes all information passively collected from users of the Site that does not identify a particular individual, including, by way of example, statistical information on Site usage. The terms "you", "your" and "yours" when used in this Privacy Statement and Consent means any user of this Site.

What Information Do We Collect?

Information That You Give Us: We collect Personal Data such as your name, e-mail, or mailing address from you when you voluntarily choose to register for or use certain ABW Innovations Services at this Site. We use the Personal Data that we collect in an effort to provide you with a superior customer experience on the Site and to improve and market ABW Innovations Services. ABW Innovations may store such Personal Data itself or it may be stored in databases owned and maintained by ABW Innovation's affiliates, agents or service providers. ABW Innovations retains its rights to these databases and the information contained in them.

If you register with ABW Innovations or use certain other of the personalized options we offer, we will create a profile that includes your name, mailing address, e-mail address, and other information that you provide that is pertinent to your specific situation. We may combine such information with data gathered from other sources. For instance, if incorrect postal codes are received, we may use third party software to correct them. We also may collect e-mail or other addresses from prospect lists of other companies, for example, in connection with a

joint marketing effort. When we do so, (1) we acknowledge in our correspondence how the recipient was added to our list and (2) we provide a means for recipients to opt out of further communications from us. When you contact ABW Innovations we may keep a record of that correspondence and may occasionally ask you to complete surveys for sales and research purposes.

In some instances, we contract with outside parties to collect and maintain our information collection servers and to perform technology and related services. We seek to provide any such third parties with only the information they need to perform their specific function and we require them to protect your Personal Data in accordance with this Privacy Statement and Consent. Wherever ABW Innovations collects Personal Data we will provide a link to this Privacy Statement and Consent.

Personally Non-Identifiable Information:

Passively Collected User Data: When you interact with ABW Innovations through this Site, we receive and store certain "User Data". Such User Data, which is collected passively using various technologies, is not used to specifically identify you. ABW Innovations may store such User Data itself or it may be stored in databases owned and maintained by ABW Innovation's affiliates, agents or service providers. ABW Innovations retains all rights to these databases and the information contained in them.

This Site will use such User Data together with data provided by other parties and pool it with other information to track, for example, the total number of visitors to our Site, the number of visitors to each page of our Site, the keywords visitors used to find our Site and the domain names of our visitors' Internet service providers. We also may disclose User Data in order to describe our services to current and prospective business partners, and to other third parties for other lawful purposes. It is important to note that no Personal Data is available or used in this process.

Cookies: In operating this Site, we may use a technology called "cookies." A cookie is a piece of information that the computer that hosts our Site gives to your computer (actually to your browser) when you access a Web site. Our cookies help provide additional functionality to the Site and allow us to analyze Site usage more accurately. For instance, our Site may set a cookie on your browser that eliminates any need for you to remember and then enter a password more than once during a visit to the Site. In all cases in which we use cookies, we will not collect Personal Data through the use of such technology. On most web browsers, you will find a "help" section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie and how you may turn cookies off. We recommend that you leave cookies turned on because they allow you to take advantage of some of the Site's features.

Transfer of Your Data Abroad

By voluntarily providing us with your Personal Data, you are consenting to our use of it in accordance with this Privacy Statement and Consent. Due to the nature of the Internet if you are visiting this Site from a country other than the United States, your communications will inevitably result in the transfer of information across international boundaries. By visiting this web site, you consent to these transfers. If you provide Personal Data to this Site, you acknowledge and agree that such Personal Data may be transferred from your current location to the offices and servers of ABW Innovations and the affiliates, agents and service providers referred to herein located in the United States and in other countries.

What are Your Choices?

You can use this Site without providing your Personal Data, although doing so may limit your ability to obtain certain information or to use other valuable ABW Innovations Services, including, for example, informational newsletters and responses to specific inquiries you may have. Where no Personal Data is legally required or is necessary for a particular service (for example, to contact you in response to your request), the use of a pseudonym is accepted.

We keep your Personal Data only for as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal reporting or document retention requirements. We will take reasonable steps to update, correct or, upon your request, delete your Personal Data in our possession that you have previously submitted via this Site. In order to request an update, with respect to your Personal Data, please contact us as provided below. If at any time you wish not to receive further communications, you may also follow the unsubscribe procedure included in our communication.

Access. ABW Innovations permits a reasonable right of access and review of Personal Data held by ABW Innovations by the individual to whom the Personal Data relates; however, to guard against fraudulent requests for access, ABW Innovations will require information which it determines is sufficient to allow it to confirm the identity of the person making the request before granting access or making corrections. ABW Innovations will endeavor to provide the information in question within a reasonable time and may charge an appropriate cost (e.g. photocopying, mail charges) to the individual making the request. ABW Innovations reserves the right not to change any Personal Data but will append alternative text the individual concerned believes is appropriate.

In addition, in certain circumstances, ABW Innovations may decline to provide access to Personal Data, including where ABW Innovations determines that the information requested:

- (a) May disclose:
 - a. The Personal Data of another individual or of a deceased individual; or
 - b. Trade secrets or other business confidential information;
- (b) Is subject to attorney-client or litigation privilege or a professional privilege or obligation;
- (c) Does not exist, is not held, or cannot be found by ABW Innovations;
- (d) Could reasonably result in serious harm to the treatment or recovery of the individual concerned, serious emotional harm to the individual or another individual, or serious bodily harm to another individual; or
- (e) May harm or interfere with law enforcement activities or other investigative or regulatory functions of a body authorized by statute to perform such functions.

Please note that although after receiving a request to update, correct or delete information, we will make reasonable efforts to effect such a change promptly, it is not always possible to complete the process before another communication is distributed. We apologize for any inconvenience this may cause. Even if you have requested removal of your Personal Data from our lists, ABW Innovations reserves the right to retain it in our files in some limited circumstances such as when such Personal Data may be necessary to honor your request to opt out of further communications, resolve disputes, troubleshoot problems or as provided in our Terms & Conditions. If ABW Innovations is required to retain any portion of the Personal Data for such purposes, ABW Innovations shall use reasonable efforts to limit such Personal Data to what is necessary to accomplish the particular purpose. Further, you acknowledge that due to technical constraints and the fact that we back up our systems, Personal Data may continue to reside in our systems even after deletion. Therefore, you should not expect that your Personal Data will be completely removed from our systems in response to your request.

ABW Innovations will not respond to repetitious or vexatious requests for access. In determining whether a request is repetitious or vexatious, it will consider such factors as the frequency with which information is updated, the purpose for which the information is used, and the nature of the information.

How Do We Use Your Personal Data and Other Information?

ABW Innovations uses the Personal Data you provide for our business purposes in a manner that is consistent with this Privacy Statement and Consent.

- If you provide Personal Data for a certain reason, that Personal Data will be available to us for use in connection with the reason for which it was provided or for a consistent purpose, including, if applicable, processing an order placed by you or informing you that the product is no longer available. For instance, if you contact us by e-mail, we may use the Personal Data you provide to respond to you; or if you contact us about a job listing, the information you provide to us may be used to consider

you for the position. We may also combine Personal Data that you have provided to us with information obtained by us from other parties.

- ABW Innovations and its affiliates also may use your Personal Data, User Data and other information collected through the Site to help us improve the content and functionality of the Site, to better understand our customers and markets, to improve our products and services and to effect and facilitate sales.
- ABW Innovations and its affiliates may use this information to contact you, electronically, through telemarketing or otherwise, in the future to tell you about, and to offer for sale, products or services we believe will be of interest to you. If we do so, each communication we send you will contain instructions permitting you to "opt out" of receiving future communications.

If at any time you wish not to receive any future communications or to have your name deleted from our mailing lists, you may follow the "unsubscribe" procedure included with our communication. In addition, you may e-mail us at info@abw-innovations.com See How to Contact ABW Innovations below.

Do We Share the Information that We Receive?

ABW Innovations considers your information to be a vital part of our relationship with you. ABW Innovations will share information including Personal Data with its subsidiaries and affiliates that have also agreed to be bound by this Privacy Statement and Consent. In addition, ABW Innovations, like many businesses, sometimes hires other companies to perform certain business-related functions. Examples include mailing information, maintaining databases and processing payments. When we retain another non-affiliated company to perform a function of this nature, we seek to provide them with only the information that they need to perform their specific functions, and we require them to protect your Personal Data in accordance with this Privacy Statement and Consent and ABW Innovations' restrictions.

In addition, if you input Personal Data on a co-branded registration page, relating, for example, to a contest co-sponsored by both ABW Innovations and a partner company, then your Personal Data will be available both to ABW Innovations and to such partner company. While ABW Innovations will only use such Personal Data in accordance with this Privacy Statement and Consent, such partner company's use of your Personal Data will be subject to the privacy policy of that company and ABW Innovations cannot be responsible for their use of your information. We encourage you to review the privacy policy of such partner company before providing information on any such co-sponsored page or promotion.

There are also a limited number of circumstances in which we may share your Personal Data and other information in our possession with certain additional third parties without further notice to you, as set forth below:

Legal Requirements: ABW Innovations may disclose your Personal Data, User Data and other information if required to do so by law or in the good faith belief that such action is necessary to (a) comply with a legal obligation, (b) protect and defend the rights or property of ABW Innovations or its affiliates, (c) act in urgent circumstances to protect the personal safety of users of the Site or the public, or (d) protect against legal liability.

Business Transfers, Combinations and Related Activities: As we develop our business, we might sell, buy, restructure or reorganize businesses or assets. In the event of any sale, merger, reorganization, restructuring, dissolution or similar event involving our business or assets, Personal Data may be part of the transferred assets.

ABW Innovations is the parent company of a large international group of companies. In light of this fact, we may, from time to time transfer your Personal Data to one of our databases in another country as provided above under the heading Transfer of Your Data Abroad.

Public and Unsolicited Information

This Privacy Statement and Consent shall not apply to Public Information you provide to ABW Innovations through this Site or through any other means. If you include Personal Data in such Public Information, we will use such Personal Data only as provided herein, but we caution you that, because such information (including your Personal Data) was made available in a forum accessible by the public, the use and disclosure of information by others accessing the Site is not monitored or controlled in any way by ABW Innovations nor are their activities governed by this Privacy Statement and Consent.

In addition, if you submit unsolicited Personal Data we will use it as provided herein, however, the other information included in such unsolicited submission is not covered by this Privacy Statement and Consent. Please refer to our discussion of "Public and Unsolicited Information" contained in our Site Terms & Conditions.

Please note that, as set forth above, this Privacy Statement and Consent does not apply to the providing or use of certain Personal Data other than through the Site nor to the providing or use of Personal Data of past or present employees of, or consultants engaged by, ABW Innovations Corporation and/or its subsidiaries, for employment or benefits administration purposes, both of which are governed by ABW Innovations Policies designed for those respective purposes.

California Consumer Privacy Act

If you are a resident of California you have specific rights granted by the California Consumer Privacy Act. These rights include the right to request the Personal information ABW Innovations has collected about you and the right to request ABW Innovations to delete personally identifiable information, among other rights. To reach ABW Innovations to exercise these rights, please submit a request to info@abw-innovations.com or call 256-648-5172

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ABW Innovations takes reasonable steps to protect any Personal Data you provide to us and to protect such information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Unless otherwise stated on the relevant page of the Site, ABW Innovations uses general security standards but has not taken additional action to secure data provided to its sites, and such transmissions are subject to normal Internet security risks. As noted, no Internet or e-mail transmission is ever fully secure or error free. In particular, e-mail sent to or from this Site may not be secure, and you should therefore take special care in deciding what information you send to us. Please keep this in mind when disclosing any Personal Data to ABW Innovations or to any other party via the Internet. Moreover, when you use passwords, ID numbers, or other special access features on this Site, it is your responsibility to safeguard them, in this respect please refer to the [Terms and Conditions](#) of Site Use.

How to Contact ABW Innovations

Please also feel free to contact us if you have any questions about ABW Innovations's Privacy Statement and Consent or the information practices of this Site.

You may contact us as follows:

ABW Innovations LLC
15 Poinciana Place
Lahaina, HI 96761

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ABW Innovations uses cookies with different duration settings to help our site enhance your user experience. Types used are:

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Analyze Site usage - We use cookies to analyze the usage of our websites (ABW Innovations.com) and mobile applications. This helps us improve user experience by learning how you interact with our content and identifying access errors.

Cookie Management

On most web browsers, you will find a “help” section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie and how you may turn cookies off. We recommend that you leave cookies turned on because they allow you to take advantage of some of the site's features.