

TERMS OF USE

UPDATED SEPTEMBER 19, 2018

A4D, INC. ("A4D") PROVIDES YOU ACCESS AND USE OF THIS SITE OR ONLINE SERVICE (collectively, the "Site"), SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS OF USE (the "Site Terms"). BY ACCESSING, BROWSING AND USING THE SITE, YOU AGREE TO BE BOUND BY THE SITE TERMS AND ALL APPLICABLE LAW. IF YOU DO NOT AGREE TO BE BOUND BY THE SITE TERMS AND APPLICABLE LAW EACH TIME YOU USE THE SITE, OR YOU DO NOT HAVE THE AUTHORITY TO AGREE TO OR ACCEPT THESE SITE TERMS, THEN **STOP!** YOU MAY NOT USE THE SITE. THE SECTIONS BELOW PROVIDE DETAILED INFORMATION ABOUT OUR TERMS AND CONDITIONS OF USE:

1.0 Related Policies and Terms

The Site Terms apply exclusively to your access to, and use of, the Site and do not alter in any way the terms or conditions of any other agreement you may have with A4D for products, services, or otherwise.

A4D has adopted a Privacy Statement that you should read to fully understand how A4D uses and collects information. To learn about A4D's privacy practices, please refer to the Privacy Statement section of the Site.

2.0 Modification of Site Terms

A4D reserves the right to modify these Site Terms in its sole discretion from time to time and only A4D has the right to do so. If the Site Terms are changed, A4D will post the new terms on the Site and note the date they were last updated. Any changes or modifications will be effective upon posting of the Site Terms as revised and your use of the Site following the posting will constitute your acceptance of the new Site Terms.

3.0 United States Usage

The Site is operated by a U.S. entity and is governed by the state and federal laws of the United States. The laws of your jurisdiction may be more or less strict than the laws that apply to the Site. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

You may not use the Site or A4D's services if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the government of the country where you are accessing the Site or using A4D's services. You are responsible for compliance with all U.S. or other export and re-export restrictions that may apply to goods, software, technology and services.

4.0 License and Site Access

A4D grants you a limited license to make personal use only of the Site. Such grant does not include, without limitation: (a) any resale or commercial use of the Site or any Site Materials (defined below); (b) modification, adaptation, translation, reverse engineering, decompilation, disassembly or conversion into human readable form any of the Site materials not intended to be so read, including use of or directly viewing the underlying HTML or other code from the Site except as interpreted and displayed in a web browser; (c) copying, imitating, mirroring, reproducing, distributing, publishing, downloading, displaying, performing, posting or transmitting any Site Materials (including any A4D trademarks) in any form or by any means including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; (d) the collection and use of any listings or descriptions; (e) making derivative uses of the Site and/or any Site Materials; or (f) use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Site Materials or to collect any information from the Site or any other user of the Site. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under a patent, trademark, copyright, or proprietary right of A4D or any third party. You may not use any meta tags or any other "hidden text" utilizing A4D's name, trademark, or product name without A4D's prior written consent. "Site Materials" means all materials on the Site including, without limitation, trademarks (as specifically defined in these Site Terms), design, product description, HTML text, graphics, other files, photographs, codes, software layout, design forms and the selection and arrangement thereof.

A4D may terminate this license and your use of or access to the Site if you make or permit any unauthorized use of the Site. Such actions by you may violate applicable law including, without limitation, copyright laws, trademark laws (including trade dress), and communications regulations and statutes. A4D reserves the right to have all violators prosecuted to the fullest extent of the law.

5.0 Changes, Misprints, Errors and Cancellations

Subject to applicable law, A4D: (a) reserves the right to change the goods and services advertised or offered for sale through the Site, the prices or specifications of such goods and services, and any promotional offers and any other Site Materials at any time and from time to time without any notice or liability to you or any other person; (b) does not warrant that the Site Materials (including without limitation product descriptions or photographs) are accurate, complete, reliable, current or error-free; and (c) reserves the right to cancel, to terminate or not to process orders (including accepted orders) where the price or other material information on the Site is inaccurate or when A4D recognizes abuse of its policies. If A4D does not process an order for such reason, A4D will advise you that the order has been cancelled and will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

6.0 Passwords and Security

If you use a password to access the Site or any portion of it, then you are responsible for maintaining the confidentiality of the password and for restricting access to the device you use to access the Site and you agree to accept responsibility for all activities that occur on your account or with your password. If the confidentiality of your account or password is compromised in any manner, you must notify A4D immediately, in writing. A4D reserves the right to take any action, as it deems necessary or reasonable to maintain the security of the Site and your account, including without limitation, terminating your account, changing your password or requesting information to authorize transactions on your account. While A4D takes prudent steps to protect your account and the Site, it cannot protect your information outside of the Site. For example, when A4D communicates with you via unencrypted email from time to time, the communication is not secure, is not stored securely, and the information contained may be viewed by others. You acknowledge that by requesting information by email, you agree that we may transmit it to you from time to time and store it in an unencrypted form and manner. A4D may rely on the authority of anyone accessing your account or using your password and in no event will A4D be held liable to you for any liabilities or damage resulting from or arising out of (i) any action or inaction of A4D under this provision; (ii) any compromise of the confidentiality of your account or password; and (iii) any unauthorized access to your account or use of your password.

7. Intellectual Property

7.1. Ownership

All Site Materials are owned by A4D and others and are protected by United States and international copyright, trademark and other laws.

7.2. Trademarks

A4D (and other trademarks owned by A4D), and its respective designs and/or logos are either trademarks or registered trademarks of A4D and may not be copied, imitated or used, in whole or in part, without the prior written permission of A4D. In addition, all page headers, custom graphics, button icons and scripts are trademarks, and/or trade dress of A4D, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of A4D. All other trademarks, registered trademarks, product names and company names or logos mentioned herein are the property of their respective owners.

7.3. Restrictions on Use

None of the materials and intellectual property described in these Site Terms (including the Site Materials) may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of A4D or the respective intellectual property owner. You may electronically copy and print to hard copy portions of the Site for the sole purpose of using materials it contains for informational and non-commercial, personal use only. Any other use of the materials in the Site (including any commercial use, reproduction for purposes other than described above, modification, distribution, republication, display, or performance), without the prior written consent of A4D is strictly prohibited.

7.4. Copyright

To notify us of a suspected copyright infringement, write to us at legal@A4D.com or at our physical address:

***A4D, Legal Department
6965 El Camino Real #105-441
Carlsbad, CA 92009***

Include the following (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements).

- a. The physical or electronic signature of the owner or someone authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. A description or identification of the copyrighted work you claim has been infringed;
- c. A description of the material that is claimed to be infringing and information reasonably sufficient to allow A4D to find it;
- d. Your address, telephone number, and e-mail address;
- e. A statement that you have 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
- f. A statement, under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on behalf of the owner.

Repeated violations of others' copyrights may result in a loss of use of privileges.

8.0 Software

Any software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively "Software"), that may be made available on the Site is licensed to you by A4D on a non-exclusive and limited basis. A4D shall retain full and complete title and all intellectual property rights to Software. You shall not copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any Software.

9. Hyperlinks

1. Links to the Site. You are granted a limited, non-exclusive right to create a hypertext link to the home page only of the Site, provided such link does not portray A4D or any of its products and services in a false, misleading, derogatory,

or otherwise defamatory manner. This limited right may be revoked at any time. You may not use, frame or utilize framing techniques to enclose any A4D trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page, or form contained on a page without A4D's prior written consent. All other linking is prohibited without prior written consent from A4D. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of A4D or any third party.

2. Third Party Links. A4D makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of web sites accessible by hyperlink from the Site, or web sites linking to the Site.

10.0 Submissions

10.1 Your Information. If you register on the Site, you agree that any information you provide to A4D will be current, accurate and complete, and you will promptly update this information if it changes.

10.2 Additional Submissions. You agree that any materials including, but not limited to, questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of email or submissions to A4D, or postings on the Site ("Submissions") are non-confidential (subject to our Privacy Statement) and that you remain solely responsible and liable for your Submissions. You further hereby grant (or warrant that the owner of the Submissions has granted) to A4D and its assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties on our part or of A4D's assigns, and you hereby waive all moral rights, or agree, represent and warrant that all moral rights in the Submissions (including without limitation the rights of paternity, attribution and integrity) are irrevocably waived, in favor of us and our assigns.

10.3 Restrictions for Submissions. By using the Site, you agree not to do any of the following:

- Upload to, distribute, create through or otherwise publish through the Site any Submission ("Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, contains nudity, or is otherwise objectionable;

▪ Upload or transmit any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law, including without limitation, the regulations of the U.S. Securities and Exchange Commission, any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the Nasdaq Stock Market;

▪ Upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. By posting any Content, you represent and warrant that you have the lawful right to distribute and reproduce such Content;

▪ Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;

▪ Upload to, distribute or otherwise publish through the Site any Content such as charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes, advertising or solicitations for funds, political campaigning, mass mailings, any form of unsolicited commercial email or "spam" (regardless of whether the email itself complies with the requirements of federal or state law for sending commercial email), or offering or disseminating fraudulent goods, services, schemes or promotions;

▪ Upload any Content that contains any private or personal information of a third party without such third party's consent; and

▪ Disseminate any harmful content of any kind, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancel bots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

11. Policies and Enforcement

All access to and use of the Site is governed by and subject to the Site Terms. A4D has the right, but not the obligation, to monitor any activity and Content associated with forums and interactive areas on the Site. A4D may access at any time and use internally for any lawful purpose information stored on our systems, including the content of any emails or other communications. A4D may disclose such information to any third party including law enforcement agencies to protect our rights or property in response to legal process, or in a good faith belief that such disclosure is justified or required in an emergency situation. A4D may investigate any reported violation of A4D policies or complaints and take any appropriate action that A4D deems

appropriate. A4D has the right, but not the obligation, to take any action A4D deems appropriate, including, but not limited to action to issue a warning, suspend or terminate your access and use of the Site and related services at any time, and block, remove or edit any communication and materials that A4D believes in its sole discretion may violate applicable law, the Site Terms or a third party's rights. A4D takes no responsibility and assumes no liability for any Content posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

12.0 Responsibility for Your Conduct

You represent and warrant that you have and will retain all rights necessary to grant the licenses to A4D under these Terms. You remain solely liable for the Content or other information you upload or transmit to the discussion forums or interactive areas of the Site, if any. You agree to indemnify and hold harmless A4D and its parents, employees, agents and representatives from any third-party claim, action, demand, loss, or damages (including attorneys' fees) arising out of or relating to your conduct, your actual or attempted violation of these Site Terms or any applicable law, your Submissions, your violation of any rights of a third party, or the acts or omissions of a third party who has authority to access or use the Site on your behalf or arising out of your violation of these Site Terms.

13.0 Children

You must be at least 18 years of age to access or use the Site. This website is designed for and intended for use by adults. If you are under 18, you may use the Site only with involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this site by children, minors and others under your care. You agree to be responsible for their use of the Site.

14.0 Disclaimer

THE SITE AND THE MATERIALS PROVIDED HEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. A4D DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE SITE AND MATERIALS, CONTENT, SERVICES AND PRODUCT ON THE SITE. A4D DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THE SITE ARE

ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. A4D IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY. A4D DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT USE OF THE SITE, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE SITE IS AT YOUR SOLE RISK.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by A4D.

14.0 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL A4D BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO A4D'S OPERATION OF, OR YOUR USE OF, THE SITE, EVEN IF A4D OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A4D [WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY] ARISING OUT OF OR RELATING TO A4D'S OPERATION OF THE SITE EXCEED \$100.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD OF A4D IN CONNECTION WITH OPERATING THE SITE.

15.0 Applicable Law, Venue and Limitation of Actions

These Site Terms shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and entirely to be performed within California, without resort to its conflict of law provisions. Regardless of where you access the Site, you agree that any action at law or in equity arising out of or relating to the Site Terms shall be filed and adjudicated only in the federal or state courts located in San Diego, California and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding arising out of the Site Terms.

16.0 Termination

Notwithstanding any of the Site Terms, A4D reserves the right, without notice and in its sole discretion, to terminate your license to use the Site and to block or prevent future access to and use of the Site if you violate any of these Site Terms or A4D's policies. Upon termination, these Site Terms shall still apply.

17.0 Consent to Electronic Communication

When you visit the Site, or send email to A4D, you are communicating with A4D electronically. You consent to receive communications from A4D electronically and agree that A4D may communicate with you by email or by posting a notice on the Site. You acknowledge and agree that unencrypted email sent over the Internet is not secure and may be read by others, and you agree that when you request that A4D send you email you are authorizing us to transmit and disclose your information (including your personal financial or medical information) from time to time in an unencrypted manner. You further acknowledge that emails sent with this information are not stored in a secure manner. Your options, including your right to opt-out of receiving certain kinds of emails from us, are further described in our [Privacy Statement](#).

18.0 Legal Equivalency

This electronic document and any other electronic documents, policies and guidelines incorporated herein will be: (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (iii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration or mediation proceeding will, if

established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

19.0 Severability

If any provision of the Site Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

20.0 Waivers

No waiver, express or implied, by either party of any breach of or default under these Site Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

21.0 Contact Us

If at any time you need assistance or are experiencing difficulties using the Site, please contact us at: A4D, Inc., 6965 El Camino Real #105-441, Carlsbad, CA 92009 or by telephone to 760.888.0229.