

TERMS OF USE FOR WEBSITES

Revision: April 30, 2018

The Rayoteksightwindows.com and Rayotek.com websites (the "Sites") are a service of Rayotek Scientific Inc., a California Corporation (referred to hereinafter as "Rayotek," "us" or "we"). These Terms of Use and any additional terms or conditions that are posted on the Sites from time-to-time ("Terms") set forth the terms and conditions under which you may enter and use the Sites and any services available on the Sites, including the ability to purchase products through the Sites online stores (the "Service").

Please read these Terms carefully. By entering or using the Sites and/or registering with the Sites, you agree to these Terms. If you do not agree to these Terms (without modification), you are not authorized to view or use the Sites. The Sites are offered and available to users who are 18 years of age or older. By using a Site, you represent and warrant that you are of legal age to form a binding contract with Rayotek and are over 18 years of age. If you do not meet all of these requirements, you must not access or use the Sites.

Rayotek reserves the right to modify or change these Terms at any time. Such modification or change shall be effective upon posting on the Sites. If Rayotek revises these Terms, we will also revise the "Last Updated" date at the top of this page. The most current version of these Terms can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of Rayotek's web pages. Your continued entry to and/or use of the Sites after Rayotek posts any revised Terms constitutes your agreement to any such revised Terms. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Please note that, notwithstanding anything contained in these Terms of Use or on the Sites to the contrary, the Sites are provided without any warranties and subject to limitations on Rayotek's liability as provided below.

1. GENERAL USE & RESTRICTIONS. You may use the Sites only for lawful purposes and in accordance with these Terms. You agree not to enter or use the Sites: (i) in any way that violates any applicable federal, state, local or international law or regulation ("Applicable Law"), (ii) to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation, (iii) to impersonate or attempt to impersonate Rayotek, a Rayotek employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing), (iv) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by us, may harm Rayotek or users of the Sites or expose them to liability, (v) use the Sites in any manner that could disable, overburden, damage, or impair the Sites or interfere with any other party's use of the Sites, including their ability to engage in real time activities through the Sites, (vi) use any robot, spider, or other automatic device, process, or means to access the Sites for any purpose, including monitoring or copying any of the material on a Site, (vii) use any manual process to monitor or copy any of the material on the Sites or for any other unauthorized purpose without our prior written consent, (viii) use any device, software or routine that interferes with the proper working of the Sites, (ix) introduce any viruses, Trojan Horses, worms, logic bombs or other material which is malicious or technologically harmful, (x) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Sites, the server on which the Sites are stored, or any server, computer or database connected to the Sites, (xi) Attack the Sites via a denial-of-service attack or a distributed denial-of-service attack or any other manner or action that imposes, or may impose, an unreasonable or disproportionately large load on the Sites, (xii) otherwise attempt to interfere with the proper working of the Sites.

You further agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Sites, and not to insert any code or product or manipulate the Sites in any way that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Sites. Rayotek may, in its sole discretion, terminate or suspend your entry to, and/or use of, the Sites, or any portion thereof, at any time, with or without notice and for any reason (or no reason), and you agree that (i) if your authorization to enter the Sites is terminated, you will not thereafter enter, or attempt to enter, the Sites, directly or indirectly, and (ii) if your authorization to enter the Sites is suspended, you will not thereafter enter, or attempt to enter, the Sites, directly or indirectly, until your suspension is removed and Rayotek gives you written notice thereof.

If you provide any information to us, you agree to provide only true, accurate, current and complete information and warrant that Rayotek can use such information for the purposes for which it was provided.

You may print or copy any information displayed or transmitted on the Sites (collectively, "Content") that you are authorized to access, solely for informational use provided that you (a) do not remove any title, trademark, watermark, copyright and/or restricted rights notices contained on such Content, and (b) strictly comply with the provisions of these Terms including, without limitation, Section 1.5 below.

Except as provided in Section 1.4 above, you may not (and you agree that you will not) sell, alter, modify, create derivative works, or publicly display any Content without first receiving Rayotek's express written permission. You further agree not to, without first obtaining Rayotek's express written permission, (i) use any of its trademarks as metatags on other web Sites, (ii) use the Sites in any manner that is illegal or impairs the operation of the Sites or its availability or usage by others, and/or (iii) cause a Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.

2. THE SERVICE. The Sites allow users to view and/or obtain information about goods posted on the Sites for the purposes of purchasing such goods from the Sites.

If we issue an account to use the Service to you (an "Account"), we will also issue a username and/or password for such Account to you (each user of the Service that is issued an Account shall be referred to herein as a "Registered User"). You may not authorize any third party to enter and/or use your Account on their behalf. Accordingly, you agree to protect your username and password by, among other things, keeping your username and password confidential. If, notwithstanding the foregoing obligation, you allow another party to use your username and/or password to access your Account, you will be responsible for all use by the party using your Account. You agree to (i) immediately notify us of

any unauthorized use of your password or any other breach of security, and (ii) ensure that you exit from your Account at the end of each session.

All sales of goods made using the Sites are governed by Rayotek's Terms and Conditions of Sale in effect at the time of sale, which are hereby incorporated into these Terms.

3. SUBMISSIONS & USER-CREATED CONTENT. The Sites may contain blogs, bulletin boards, chat groups, forums and other interactive areas that allow users to express their opinions and post information and/or other materials (collectively, "User Generated Content"). We do not monitor all of the User Generated Content posted or transmitted by users and third party information providers.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers and users, are those of the third party and not of the Sites. The Sites do not represent or endorse the accuracy or reliability of any User Generated Content displayed, uploaded, or distributed on the Sites by any third party. You acknowledge that any reliance upon any such third party User Generated Content is at your sole risk.

We may, in our sole discretion, edit, refuse to post and/or remove any User Generated Content you submit to the Sites. Without limiting the generality of the foregoing, we may edit or remove any User Generated Content you submit to the Sites that we, in our sole discretion, deem abusive, defamatory, obscene, unlawful, inappropriate or otherwise unacceptable, and you waive any moral rights you may have with respect to changes in the User Generated Content. We are not responsible for maintaining your posted User Generated Content and we may, in our sole discretion, delete or destroy it at any time with no liability or obligation to you.

You are solely responsible for any User Generated Content you submit to the Sites. We shall not be liable for the use or misuse of any information or data, including personal information that is included in your posted User Generated Content.

By submitting User Generated Content to the Sites, you hereby grant us, our affiliates and related entities, a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sub-licensable right and license to use, copy, exploit, modify, archive, store, reproduce, adapt, publish, translate, create derivative works from, distribute, perform and display all such User Generated Content in any form, media, software or technology of any kind now existing or developed in the future. You further grant us, our affiliates, related entities, licensees and assignees the right to use your name and any other information about you that you provide in connection with any such use of the User Generated Content. You understand and agree that visitors to the Sites may use your User Generated Content in accordance with these Terms.

4. USER GENERATED CONTENT LIMITATIONS. You agree not to post User Generated Content that: (i) contains vulgar, profane, abusive or hateful language, epithets or slurs, text or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature, or expressions of bigotry, racism, discrimination or hate, (ii) is or may be defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, is unreasonably harmful or offensive to any individual or community, contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business or entity, (iii) violates or infringes any right of Rayotek or any third party, including without limitation any privacy, trademark, copyright or other intellectual property or proprietary right, or may otherwise cause injury to any third party, (iv) discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law, (v) violates any Applicable Law, or attempts to encourage evasion or violation thereof, (vi) unfairly interferes with any third party's uninterrupted use and enjoyment of the Sites, (vii) includes or transmits viruses or other harmful, disruptive or destructive files, (viii) disrupts, interferes with, or otherwise harms or violates the security of the Sites, or any Services, system resources, accounts, passwords, servers or networks connected to or accessible through the Sites or affiliated or linked Sites, (ix) "flames" any individual or entity (e.g., sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual), (x) otherwise violates these Terms or any other policy of Rayotek in effect from time to time.

We have the right to: (i) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy, (ii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Sites, (iii) terminate or suspend your access to all or part of the Sites for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Sites. YOU WAIVE AND HOLD HARMLESS RAYOTEK AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Notwithstanding anything to the contrary, we do not undertake to review material before it is posted on the Sites, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

Any User Generated Content posted by you or others will not be confidential or secret. You understand that personal and other information (e.g., username, e-mail address, phone number) that you post on public portions of the Sites (such as in: blogs, forums and public chats) is generally accessible to, and may be collected and used by others, and may result in unsolicited messages or other contact from others. To protect your

safety, please use your best judgment when posting information. We particularly discourage divulging personal phone numbers and addresses or other information that can be used to identify or locate you.

5. LINKING & THIRD PARTY DEALINGS. Rayotek may provide hyperlinks to other web Sites and Internet resources operated by parties other than Rayotek. Rayotek has no control over such Sites and resources or their privacy policies. Such hyperlinks are provided for your convenience only. The inclusion of hyperlinks to such web Sites does not imply any sponsorship, affiliation or endorsement of the material on such web Sites or with their operators.

Subject to the further provisions of this Section 5.2, Rayotek welcomes links to the Sites from other web Sites. If Rayotek demands that you not link to the Sites, or any portion of the Sites, you agree that you will not, directly or indirectly, link to the Sites or such portion of the Sites as directed in our demand, at any time after such demand is made.

6. INTELLECTUAL PROPERTY. Except for Content that is in the public domain, the Sites and all original Content, as well as the selection and arrangement of the Content, is owned by (or licensed to) Rayotek or its suppliers and is protected by copyright, trade dress, trademark, unfair competition, and/or other laws and may not be used, copied or imitated in whole or in part except as expressly provided herein. Except as otherwise expressly provided in these Terms, all rights in and to the Sites and Content are expressly reserved by Rayotek.

Trademarks and related logos of Rayotek, and, except as expressly provided in Section 1.4 above, may not be copied, imitated or used, in whole or in part, without Rayotek's prior written permission. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of Rayotek or its licensors and may not be copied, imitated, or used, in whole or in part, without Rayotek's prior written permission.

7. POLICY, NOTICES & PROCEDURES FOR CLAIMS OF COPYRIGHT INFRINGEMENT. Rayotek respects the intellectual property rights of others. If you believe that your work has been copied and is accessible on the Sites in a way that constitutes copyright infringement, you may notify our agent as provided in this Section. Pursuant to Title 17, United States Code, Section 512(c)(2), Rayotek designates the Sales Manager as its agent designated to receive notification of claimed copyright infringement ("Designated Agent"). The contact information for the Designated Agent is:

Sales Manager
Rayotek Scientific, Inc
11499 Sorrento Valley Road,
San Diego, California, 92121
Phone: 858-558-3671
Fax: 858-558-6213
sales@rayotek.com

8. INDEMNIFICATION. You hereby agree to defend, indemnify and hold harmless Rayotek and its affiliates, officers, members, directors, employees, shareholders, information providers, suppliers and licensees (collectively, "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorney's fees, incurred by the Indemnified Parties, or any of them, in connection with any claim arising out of (a) your entry and/or use of the Sites (including, without limitation, the Service), and/or (b) any breach, or alleged breach, of any of these Terms or any other policy of Rayotek by you.

9. DISCLAIMER OF WARRANTIES. The information presented on or through the Sites is made available solely for general information purposes. Any of the material on the Sites may be out of date at any given time, and we are under no obligation to update such material. Your use of the Sites and its content is at your own risk and is provided on an "as is" and "as available" basis. Neither Rayotek nor any person or entity associated with Rayotek makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Sites or its content. Without limiting the foregoing, neither Rayotek nor anyone associated with Rayotek represents or warrants that the Sites or its content will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the Sites or the server that makes it available are free of viruses or other harmful components or that the Sites or any content will otherwise meet your needs or expectations.

TO THE FULLEST EXTENT PROVIDED BY LAW, RAYOTEK HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY. In no event will Rayotek, its affiliates or their respective licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Sites, any Sites linked to it, or any content on the Sites or such other Sites, whether direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable

11. MODIFICATIONS TO THE SITES. For the avoidance of doubt, Rayotek may modify, suspend, discontinue and/or restrict the use of all or any portion of the Sites including, without limitation, the Service and Content, at any time for any reason (or for no reason) and without notice or liability.

12. GOVERNING LAW AND JURISDICTION. These Terms shall be deemed to be agreed to by you in San Diego County, California. These Terms, and all matters arising out of or relating to these Terms, shall be governed by the laws of the State of California and the United States, without giving effect to the conflict of law provisions thereof and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You consent to exclusive jurisdiction and venue in the federal courts sitting in San Diego, California unless no federal subject matter jurisdiction exists, in which case you consent to exclusive jurisdiction and venue in the state courts sitting in San Diego County, California. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which you may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. You agree that any cause of action that you may desire to bring arising out of or related to these Terms must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.

13. GENERAL PROVISIONS. If any provision of these Terms is declared or found to be illegal, unenforceable or void, then the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remaining sections of these Terms shall remain in full force and effect. No right or remedy conferred by these Terms is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time. Rayotek may provide notice to you relating to these Terms by sending an e-mail to your last known e-mail address, if any, your last known postal address, if any, or posting a notice on the Sites, and any such notice shall be deemed given and received on the earlier of the day it is sent to you or the day it is posted on the Sites. A printed version of these Terms and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Rayotek to insist upon or enforce strict performance by you of any provision of these Terms shall not be construed as a waiver of any provision or right. If Rayotek brings any suit against you to enforce these Terms or otherwise in connection with your use and/or enter of the Sites, you agree that if Rayotek prevails in such suit Rayotek shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys' fees. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms.

PRIVACY POLICY AND YOUR PRIVACY RIGHTS

Revision: April 30, 2018

1. General. This Privacy Policy (“Policy”) describes the practices that Rayotek Scientific Inc., The Rayoteksightwindows.com and Rayotek.com websites (the “Sites”) are a service of Rayotek Scientific Inc., a California Corporation (referred to as “Rayotek,” “us” or “we”) follows with respect to the collection and use of information submitted on Rayoteksightwindows.com and Rayotek.com (the “Sites”). This Policy applies only to information we collect from the Sites, and does not apply to any other Sites or business activity of Rayotek. By using the Sites, you agree to this Policy and consent to the collection and use of this information by us.

Please read this Policy carefully to understand Rayotek’s policies and practices regarding your information and how we will treat it. If you do not agree with this Policy, your choice is not to access or use the Sites. We reserve the right to revise this Policy at any time. When we do, we will give you notice of the revised Policy by posting the revised Policy on the Sites and by revising the “Last Updated” date at the top of this Policy. You are responsible for regularly visiting the Sites and reviewing the current Policy.

2. Your California Privacy Rights. California Civil Code Section 1798.83 permits California resident customers to request certain information regarding our disclosures of personal information to third parties for their direct marketing purposes. The law provides that we may (i) respond to this request by providing certain information about our disclosures, or (ii) if we maintain an opt-out or opt-in procedure, by providing customers with a cost-free means to exercise that rights. To make such a request, please contact us at sales@rayotek.com, or the address below, and provide your name and the address to which you would like us to respond.

3. Information We Collect. We collect “personally identifiable information” and “automatic information.” “Personally identifiable information” is information that tells us who you are, such as your name, address, e-mail address, phone number, and any other information the Sites collect that is defined as personal or personally identifiable information under an applicable law. We may collect personally identifiable information when you register with the Sites, place an order on the Sites, or if you voluntarily choose to provide it to us.

4. Disclosure & Use of Information We Collect. We use personal information for the purpose for which it is provided. Such uses may include: to fill, confirm and ship your order and notify you of your order status; to communicate with you for marketing and promotional purposes via targeted postal pieces or personalized emails; to respond to e-mails; to provide customer support; to establish your online account; and other similar reasons.

We may provide your personal information to affiliates, contractors, or our suppliers who will deliver your order and/or provide billing services and to other third parties who provide services to us and who agree to maintain the confidentiality of such information in accordance with this Policy. These third parties may provide a variety of services to us including, without limitation: hosting the Sites, providing technical support, processing and storing user information, updating your customer information records in our database (including both physical address and email address verification), and sending or coordinating the sending of marketing communications on our behalf. We may disclose personally identifiable information to affiliated companies, if any.

We use automatic information to help us run and maintain the Sites, customize the visitor’s experience, study traffic patterns, generally learn about the usage of the Sites, etc. We may disclose this information to our affiliates, hosting company and other third parties.

We use cookies to maintain information about your use of our Sites, help us recognize you when you visit our Sites again, identify the websites you visited immediately before visiting our Sites, enable us to evaluate and improve our Sites design, etc.

We may disclose personally identifiable information that we collect or you provide: (i) to our subsidiaries and affiliates, (ii) to contractors, service providers, and other third parties we use to support our business, (iii) to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Rayotek’s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Rayotek about our Site users is among the assets transferred, (iv) if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Rayotek, our customers, or others, (v) to enforce or apply our Terms of Use, (vi) to fulfill the purpose for which you provide it, (vii) to comply with or in response to a subpoena, court order, law, legal process or when we reasonably believe that the law requires it.

5. Privacy of Children. The Sites are general audience websites and do not intentionally collect personally identifiable information from users of the Sites who are under the age of 13.

6. Updating Your Information. If you would like to review and/or request changes to any of your personally identifiable information collected through the Sites, you may contact Rayotek at the mailing address listed in the “Contact Information” section of this Policy.

7. Security. We use reasonable efforts to protect your personal information from unauthorized use or disclosure. Unfortunately, information transmitted on the Internet and/or stored on systems attached to the Internet is not 100% secure. As a result, we do not ensure, warrant or guarantee the privacy, security or integrity of such information. We will not be responsible for disclosure of any information due to errors in transmission or the unauthorized acts of third parties.

You help to maintain the security of your personally identifiable information stored in our systems by keeping your username and password, if any, confidential and protecting against unauthorized access to your password and to your computer. Be sure to sign off when finished using a

shared computer. We are not responsible for circumvention of any privacy settings or security measures contained on the Sites. Ultimately, any transmission of personal information is at your own risk.

8. Links to Other Websites. While you are using the Sites, you may be linked or directed to other third party sites external to our Sites and that are beyond our control. Each of these third party sites may have a privacy policy different from ours. For example, you might click on a link or banner ad that will take you off our Sites. These links and banners may take you to sites of advertisers, sponsors and co-branding partners. Please review the privacy policies of these sites. We are not responsible for any actions or policies of such third parties.

9. Contact Information. Please send any concerns regarding our Privacy Policy to:

Privacy Policy
Rayotek Scientific, Inc.
11499 Sorrento Valley Road
San Diego, CA 92121
sales@rayotek.com