

TERMS AND CONDITIONS

(Version 1.0 Effective August 18 28, 2014)

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The COMPANIES’s *Privacy Policy* is incorporated into this Agreement.

I. General Terms and Conditions

a) Scope of Terms and Conditions

These Terms and Conditions apply to your use of all of the website at www.innovahi.com, as well as any of its sub-domains and related domains or shopping cart pages (collectively the “Site”), as well as to products and services purchased or utilized from the Site. Unless stated otherwise, all references to the Site

in these Terms and Conditions include this Site. These Terms and Conditions do not apply to your use of unaffiliated sites to which the Site only links.

b) Restrictions on Use

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You must abide by all additional copyright notices or other restrictions contained in any of the Site.

You agree not to do any of the following while using the Site:

- harass, stalk or otherwise abuse another user;
- transmit or otherwise make available any content that is false, harmful, threatening, abusive, tortious, defamatory, libelous, disparaging (including disparaging of the Site), vulgar, obscene, pornographic or that promotes violence, racial hatred, terrorism or illegal acts, or is otherwise objectionable (as determined by us in our sole discretion);
- transmit or otherwise make available any content that is unlawful or infringes, violates or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party;
- upload or transmit viruses, Trojan horses or other harmful, disruptive or destructive files or post material that interferes with any third party's uninterrupted use and enjoyment of the Site.

- impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Site or to us, including forging any TCP/IP packet header or any part of the header information in any transmission to the Site for any reason;
- transmit or otherwise make available through the Site any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas specifically designated for such purposes; or
- violate any applicable local, state, federal or international law, rule or regulation.

c) Links

These Terms and Conditions apply only to this Site, and not to the sites of any other companies or organizations, including those to which this Site may link. We are not responsible for the availability of any other site to which this Site links. We do not endorse or take responsibility for the contents, advertising, products or other materials made available through any other site. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other site. You should direct any concerns to that site administrator or webmaster.

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APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. TO THE EXTENT ANY WARRANTY CANNOT BE DISCLAIMED, A LIMITED EXPLICIT WARRANTY IS GIVEN BY US TO THE EXCLUSION OF ANY OTHER REMEDY TO, IN OUR DISCRETION, EITHER A) REPLACE THE SERVICES, PRODUCTS AND MATERIALS WITH SUCH SERVICES, PRODUCTS AND MATERIALS THAT DO NOT BREACH A WARRANTY IF SUCH BREACH IS IDENTIFIED TO US WITHIN 30 DAYS OF PURCHASE OR B) REFUND OF THE MONIES PAID FOR THE PARTICULAR SERVICES, PRODUCTS AND MATERIALS.

BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF

SECTION 1542 OF THE CIVIL CODE OF OREGON, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

We do not endorse, warrant or guarantee any products or services offered on the Site. We are not a party to, and do not monitor, any transaction between users and third party providers of products or services.

d) Limitation of Liability

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e) No Personal Advice

The information contained in or made available through this Site (including but not limited to information contained on message boards, in text files, in products, from services, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, psychological, financial, medical, business or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. Further, you should regularly consult a lawyer in all matters relating to interacting with other people to assure yourself you are behaving in compliance with law, including but not limited to laws related to harassment, assault or other similar laws. We and our licensors or suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the Site (including but not limited to any product or service purchased, utilized or otherwise obtained from this Site). Neither we nor our partners, or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

f) Parental Permission; Minimum Age Requirement

This Site is not directed to persons under the age of 18. The sale of any of the Site's products or services is not directed to persons under the age of 18. We will not knowingly collect personally identifiable information from persons under 13. **WE STRONGLY RECOMMEND THAT PARENTS PARTICIPATE IN THEIR CHILDREN EXPLORATION OF THE INTERNET AND ANY ONLINE SERVICES AND USE THEIR BROWSERS PARENTAL CONTROLS TO LIMIT THE AREAS OF THE INTERNET TO WHICH THEIR CHILDREN HAVE ACCESS.**

We hereby require all users of the Site to be over 18 and all purchasers of COMPANIES's products and services to be over 18. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions. If you are under 18, you

agree to immediately stop accessing the Site. If you are accessing the Site, you represent that you are at least 18 years of age. If you are purchasing any of the products or services of COMPANIES, you represent that you are at least 18 years of age.

g) COPYRIGHT

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i) CONTACTING US

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II. User Public Forum Submission/Participation Policy and Terms

a) General:

As a service to our users, this Site may feature message boards, chat rooms/areas, discussion forums, ratings, comments, bulletin board services, news groups (including, without limitation, Usenet and other third party news groups), communities and/or other message or communication facilities and other public/semi-public/private forums (collectively, "Forums") where users with similar interests or similar experiences can share information and support one another or where users can post questions for others to answer. We may also offer online discussions moderated by various experts or other persons.

Much of the content of the Forums, including without limitation the descriptions for many Forums and the content within a specific message, comment or posting, is provided by and is the responsibility of the third party creator of the Forum or the person posting in that Forum. COMPANIES has no responsibility for such content and is merely providing access to such content as a service to you.

BY THEIR VERY NATURE, FORUMS MAY CARRY OFFENSIVE, HARMFUL, INACCURATE OR OTHERWISE INAPPROPRIATE MATERIAL, OR IN SOME CASES, POSTINGS THAT HAVE BEEN MISLABELED OR ARE OTHERWISE DECEPTIVE. WE EXPECT THAT YOU WILL USE CAUTION AND COMMON SENSE AND EXERCISE PROPER JUDGMENT WHEN USING DISCUSSION FORUMS.

b) Your Participation/Contribution Requires Consideration:

Any information (including personally identifiable information or other personal information) that you reveal in a Forum, may, by design, be open to the public and in such case may not be a private, secure service. You should think carefully before disclosing any information in any Forum. What you have written may be seen,

disclosed to or collected by third parties and may potentially be used by others in ways we are unable to control or predict, including to contact you for unauthorized purposes. By submitting communications or content to Forums, you agree that such submission is non-confidential for all purposes, unless the COMPANIES specifically notes otherwise (for example, in the rules for a particular forum).

c) Confidential Obligations:

You agree that you will not upload or transmit any communications or content of any type to a Forum that infringe or violate any rights of any party. Further, you may have entered into an agreement with COMPANIES that requires you to maintain the confidentiality of certain material or information of COMPANIES. It is your obligation to confirm that any post to a Forum you make does not breach any confidentiality obligation you have. Unless a Forum specifically notes that all members of the Forum who are able to view posts are bound by confidentiality obligations, and further notes what types of information may be discussed, you may not post information which COMPANIES has required you to preserve as confidential.

d) Grant of Rights:

To the extent you are the original copyright holder of any post or submission by you to a Forum and such post or submission does not contain any of the information or material of COMPANIES or other information you are required to preserve as confidential by COMPANIES, then; i) you remain owner of such post or submission to the extent you were the owner; ii) you automatically grant on behalf of yourself or otherwise warrant that the owner of such content or intellectual property has expressly granted COMPANIES, a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, display, and/or otherwise exploit, the post, submission, communication or content in any media or medium, or any form, format, or forum now known or hereafter developed; and iii) you agree and warrant that

COMPANIES may sublicense or assign its rights through multiple tiers of sublicenses or assigns.

e) No Obligation to Monitor:

COMPANIES does not control the information delivered to the Forums, and has no obligation to monitor the Forums. However, COMPANIES reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or legal governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, for any reason whatsoever, in COMPANIES's sole discretion.

f) No Obligation to Remove:

COMPANIES is not obligated to remove any content from the site which does not violate any civil or criminal laws and any contributions intended for display on this web site via any means, whether submitted via HTTP (web), SMTP (mail), NNTP (newsreader), or otherwise, are presumed to be contributed by the author/contributor with the intent that COMPANIES shall have an ongoing non-exclusive right to publish the contributed content for an indefinite amount of time, unless the content submitted was made under an agreement with COMPANIES with differing terms or COMPANIES has clearly only been provided limited non-exclusive publishing rights (for example, in the case of some exclusively copyrighted newsletter content). If you do not wish to have something which you submit to be published, do not submit it in the first place.

g) No Endorsement:

COMPANIES does not endorse, support, represent or guaranty the truthfulness, accuracy, or reliability of any communications posted in the blog or forums or endorse any opinions expressed in the blog or forums. You acknowledge that any reliance on material posted in the blog or forums will be at your own risk.

h) COMPANIES's Right to Act:

If COMPANIES discovers communications which allegedly do not conform to any terms and conditions of this Site, COMPANIES may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the communication. COMPANIES will have no liability or responsibility for performance or non-performance of such activities. COMPANIES reserves the right to terminate or restrict your access to any or all of the Forums at any time without notice for any reason whatsoever. You acknowledge that some Forums available through the Site are available only through the Site and others are available both through the Site and other sources, such as Usenet, over which COMPANIES has absolutely no control.

III. Special Notes with regard to Product and Service Purchases

a) Shipping Methods

Products shipped by COMPANIES may be shipped by UPS Standard or by any other method in the discretion of COMPANIES. A shipping charge may be imposed.

- Orders shipped to PR will have a 6.6% duty tax.
- All orders require at least 24-72 hours processing time before shipping.
- COMPANIES does not process orders during weekends.
- No deliveries will be made on Saturday or Sunday.
- COMPANIES does not guarantee same day shipping.
- All orders shipped within CA will be charged sales tax on physical products.
- Exact delivery times to any location cannot be guaranteed.

b) Sales Tax

Sales tax is only required for orders shipping within our resident states of business. Therefore all orders shipping within Oregon will be charged applicable sales tax according to your area's tax rate.

c) Duty Tax

It is your responsibility to calculate the amount of Customs/Duty that will be applied to your purchase by the Customs Office in your country.

d) Product listings

COMPANIES strives for accuracy in all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information contained herein or referenced on our website. Due to human error and other determinates we cannot guarantee that all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information listed is entirely accurate, complete or current, nor can we assume responsibility for these errors. In the event a product listed on our website is labeled with an incorrect price due to some typographical, informational, technical or other error, COMPANIES shall at its sole discretion have the right to refuse and/or cancel any order for said product and immediately amend, correct and/or remove the inaccurate information. Additionally, all hyperlinks to other websites from COMPANIES are provided as resources to customers looking for additional information and/or professional opinion. COMPANIES does not assume responsibility for the claims and/or representations made on these or any other websites.

e) Product Revisions

COMPANIES is not responsible for changes or variations in product specifications and/or physical appearance, since in some cases COMPANIES acts as a distributor for others. In the interest of our customers, COMPANIES puts forth its best efforts to ensure that all product information is up-to-date and factual. Unfortunately there are varying determinates which, although infrequent, could cause the information on our website to become outdated without our immediate knowledge. This includes but is not limited to new versions or revisions, color deviations, retail package alterations

and other variations that may be considered inconsequential by the manufacturer. In some cases, COMPANIES relies on the manufacturer of a product to communicate these differences. Presently we have no way of alerting customers prior to purchase in the event the manufacturer fails to do so. Consequently, COMPANIES will not be held responsible for product revision changes.

IV. Product and Service Purchase Agreement

By accepting delivery of any product or service delivered from COMPANIES, viewing such products, or otherwise using such products or services, you (“Customer”) agree to be bound by the terms and conditions listed below. You and COMPANIES agree that the following terms and conditions are the exclusive terms governing the sales transaction between you and the COMPANIES. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods or services from COMPANIES.

a) Product Issues

If you have problems or concerns regarding the COMPANIES or your purchases, you may contact us by emailing us at support@innovahi.com.

b) WARRANTIES; ALL PRODUCTS AND SERVICES ARE SOLD “AS-IS” OR “WITH ALL FAULTS”.

COMPANIES MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT OR SERVICE EXCEPT THOSE STATED IN THIS DOCUMENT. COMPANIES DISCLAIMS ALL OTHER

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ALL PRODUCTS OR SERVICES SOLD THROUGH OR BY COMPANIES ARE SOLD “AS-IS” OR “WITH ALL FAULTS.” THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THESE PRODUCTS OR SERVICES IS WITH THE BUYER. SHOULD ANY OF THESE PRODUCTS OR SERVICES PROVE DEFECTIVE, DO NOT FUNCTION, OR FUNCTION IMPROPERLY IN ANY WAY FOLLOWING THEIR PURCHASE, THE BUYER, AND NOT COMPANIES, ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

c) LIMITATION OF LIABILITY

IN ALL CIRCUMSTANCES COMPANIES’S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES SOLD. COMPANIES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS OR SERVICES IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. COMPANIES SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT COMPANIES HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

d) CUSTOMER AGREED TO RESTRICTIONS, OBLIGATIONS AND LIMITATIONS; CONFIDENTIALITY AND LIMITED USE:

Customer acknowledges that the products and services sold by COMPANIES are the confidential and proprietary information and property of COMPANIES. Customer hereby agrees to protect such products and services as confidential. As a further condition to the purchase and/or receipt of such products and/or services of the COMPANIES by Customer, Customer agrees it will not, nor allow others, to directly or indirectly copy, distribute, resell, lend, lease, display, teach to others or show these products and/or services to others. A “Customer” includes anyone who receives the products or services of COMPANIES, even if for free.

Customer agrees that no one may use these products and/or services in any manner without the written approval of COMPANIES, except for the Customer who has agreed that his/her use is limited to his/her own personal use. In the event Customer disagrees with these terms, Customer must immediately discontinue using the products purchased from COMPANIES. Anyone viewing or otherwise utilizing the products of COMPANIES by such conduct is agreeing to be bound by the terms of set forth herein, and as such must immediately comply with the terms of this agreement. In the event that COMPANIES discloses any portion of its information to the public, it should be understood that anything not publicly disclosed by COMPANIES remains information that you have an obligation to protect and maintain as confidential.

Customer represents and warrants that he or she is at least 18 years old. In the event that Customer is under 18 years old, Customer will immediately discontinue using the products purchased from COMPANIES.

e) AUTHORIZATION OF PURCHASE.

If you order anything posted at www.innovahi.com, you are additionally agreeing to pay the amounts set forth therein, that the COMPANIES may charge your credit card for such amounts, and that you agree to the terms set forth on that webpage in addition to these Terms and Conditions.

f) GENERAL TERMS AND CONDITIONS

1. Payment Terms; Orders:

An order is not binding upon COMPANIES until it is accepted. COMPANIES must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment or provision of services. Customer can make payment by credit card, or some other method prearranged with COMPANIES. You agree to pay the amount(s) due as specified on the invoice, and you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

2. Shipping Charges:

Your total cost for purchase of any product will include shipping and handling charges shown on the COMPANIES invoice.

3. Title; Risk of Loss:

COMPANIES will arrange for shipment of ordered product(s) to you, the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) – excepting software- and risk of loss passes to you upon delivery to the carrier. COMPANIES reserves a purchase money security interest in the product(s) until its receipt of the full amount due. You agree to allow COMPANIES to sign appropriate documents on your behalf to permit COMPANIES to protect its purchase money security interest. Title to software will remain with the licensor(s). All software is provided subject to the license agreement of the software maker. You agree to be bound by any software license agreement once the seal on the package is broken. COMPANIES will advise you of estimated shipping dates, but COMPANIES will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

4. Governing Law and Jurisdiction:

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between COMPANIES and yourself shall be governed by the laws of the State of Oregon, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. COMPANIES and you consent to the exclusive jurisdiction and the exclusive venue of the State Courts of the State of Oregon, County of Multnomah, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, you also agree not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against COMPANIES that is more than one year after the date of the applicable invoice.

5. Severability:

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Oregon law.

6. Waiver:

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

7. Entire Agreement:

These Terms and Conditions (along with the incorporated Oregon Privacy Policy and Privacy Policy) are the complete and exclusive agreement between the COMPANIES and you, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between the COMPANIES and you relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.
