TERMS AND CONDITIONS FOR SUBSCRIBERS TO AccessIQ[™] SERVICES

Hampton Products International Corporation (the "Company") would like to thank you for choosing our AccessIQ[™] product ("Product"). Our Product stands out for its innovative software that enables property managers and tenants to control their locks using their mobile devices. To fully access and enjoy all the features of your Product, subscription to our services is required. The following terms and conditions ("Terms") govern your access and use of the Product, our AccessIQ[™] cloud and related services ("Services"), and our software ("Software") on our mobile application ("app"), online portal ("AccessIQ[™] Command Center" or Portal"), and website, <u>https://AccessIQ.com</u>.

1. REGISTRATION

Please read these Terms before registering for our Services. By signing up for a subscription to our Services and after completing your registration, you will be granted a non-transferable, non-exclusive, right to create an ACCESSIQ[™] account and become a registered user of the Services and Software (a "Subscriber"). Renewal prior to the end of each subscription term will be required to prevent interruption of the Services, as explained in section 4 below.

We respectfully request the information you provide be complete and accurate and updated when there are changes. You will be responsible for all uses of your account, including maintaining confidentiality of your login information and password and securing your mobile devices. Safety is our concern, and to protect you and ourselves, your account may be terminated or suspended at any time in our sole discretion.

By registering and using our Services, you grant us the right to use your registration information and any other information you provide in connection with the operation of the Services. Any data you provide through the app, website, or Portal will be governed by our privacy policy. Your registration and use of the Services represents your agreement to conduct business electronically and to be bound by the Terms. You represent and warrant that you have the right, authority, and capacity to accept and agree to these Terms on behalf of yourself or the entity you represent. If you do not comply with the above statements, or do not agree with these Terms or to do business electronically, please do not register or use our Services. The Terms are subject to change by the Company at any time; the most current version of the Terms will be available to you by clicking on the link identified on our app, Portal, or website. Please regularly review the Terms to ensure that you are aware of any changes. By continuing to use the Services, you agree to be bound by the latest version of the Terms and privacy policy. In the event of any conflict between these Terms and the terms of any other offer for the Services, these Terms will prevail.

These Terms govern your use of the Services. Your purchase of our Products is governed by the limited warranty provided with that Product and by the applicable terms and conditions of sale. The software embedded in the Device, and any updates thereto, is licensed and governed by the end user license agreement for that Product (see below). Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Website in connection with such features. By using the Services, you agree to any applicable warranty and license agreement.

Please print and retain a copy of the Terms for your records. For information regarding how information is gathered and used, please read our Privacy Policy at https://AccessIQ.com.

2. CHANGES/UPDATES TO THE SERVICES

In order to provide you with the best service possible, we will provide updates to Software while you are using our Services at no additional charge. Software updates may affect your usage during the updates. In doing so, the Company reserves the right at any time in its sole discretion to modify, change, suspend, or discontinue the Services and/or Software and any related Fees (as defined below). The Company may notify you of any changes via the app, Portal, or website. You agree to comply with all instructions, usage rules and documentation that we may provide from time to time with respect to the Services. Your continued use after such modification(s) or change(s) are made constitutes your acceptance of our Services, Software, and/or Fees. You agree that the Company will not be liable to you or any third party for any such modification, suspension, or discontinuance of the Services. If at any time you are unsatisfied with the Services, Software, and/or Fees, you have the right to terminate the Service subject to the terms provided in Section 9 below. Software updates within your existing Service will be provided at no charge by the Company.

3. USE OF SERVICES

<u>Eligibility</u> – You must be 18 years old, or the age of majority, as determined by your local residency or jurisdiction, to become a Subscriber and assume the obligations set forth in these Terms. You must also be the property owner or have legal authority granted by the property owner to install and use our Products on the property.

<u>Service Area</u> – Your service area will be dependent on your working cell phone coverage and Internet access.

System Requirements – The Company does not manufacture, sell, or install the third-party system components required to utilize these Services. You may only access and use the Services with components capable of receiving the Services as identified below ("Third-Party Components"). You must purchase all Third-Party Components, including any applicable installation, services, and parts, from a participating seller or manufacturer. You are responsible for all charges and fees required for any Third-Party Components and applicable services, and for compliance with all applicable agreements, terms of use/service, and other policies of your Third-Party Components and service providers (including internet service providers and mobile device carriers). Third-Party Components are not subject to the Terms, warranty, or return policy. The Company is not responsible for any loss or damage to your personal or real property, including without limitation, your home, person, personal belongings or property, resulting from the installation or use of the Services or use of Third-Party Components with the Service. The Company is not responsible for the advertising, practices, promises, statements, services, or other items made by the manufacturers or sellers of the Third-Party Components. If you have any questions regarding your Third-Party Components, contact the applicable manufacturer or seller of the Third-Party Components. Do not use the Services on a handheld mobile device that has a "jail broken" or "rooted" operating system, as this can potentially allow other applications to circumvent security features on your mobile device. Any use of such mobile devices is at your own risk. You agree that

the Company will not be liable for any loss of functionality and will indemnify us for all damage or liability caused by such use.

Third-Party Components:

Overall system requirements:

- Always-on active Internet Connection
- Wireless device with Android[™] or iOS[®] for the Software
- A valid e-mail address

Supported devices for the Software can be found at https://AccessIQ.com/pages/legal.

Personal use of the Services – You may allow multiple individuals to use these Services through your AccessIQ[™] account subject to the Terms. However, you are responsible for ensuring that such users comply with the Terms. You may not assign your obligations under these Terms to any other party. Only the person whose name is on the AccessIQ[™] account (See section 3 above under Eligibility) will have the right to cancel or change Services. If you transfer your Product to a new property owner, please note that your account is not transferable, and the new property owner will have to register for a separate account to use the Services.

Use Outside of Designated Countries – Although our website is accessible worldwide, the Services are not available to all persons or in all countries. To the extent permissible by law, the Company accepts no responsibility or liability for any damage or loss caused by your accessing or use of the Services in a country outside the USA. You will be bound by these Terms wherever you access or use the Services.

Safety and Access Control – It is your responsibility to exercise discretion and observe all safety measures that you deem necessary or as may be required by law to protect your personal wellbeing and personal and real property and to prevent unauthorized access, misuse of passwords, or misuse of any other information. You may only access and use the Website as authorized by the Terms and any other materials the Company provides to you. The Company is not liable to you for any unauthorized access or misuse of the Service, your AccessIQ[™] account, and Website. You may not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to the Website, computer systems or networks connected to the Website, through hacking, password mining, or any other means. You agree that you will not engage in any activities with respect to the Website that are contrary to any applicable laws, rules, and regulations.

Service Interruptions – Since the Services are web based, access may be interrupted, delayed, or negatively affected by items outside of the control of the Company, including without limitation, Wi-Fi, internet and mobile network failures and coverage limitations, and service provider uptime, which may affect operation of the Product. The Company is not liable for interruptions of, or

problems with, the Services caused by acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services obtained by you or the Company, virus attacks or hackers, failure of third party software (including, without limitation, e-business software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services; failure of access circuits to the Company's computer network, unless such failure is caused solely by the Company; DNS ("Domain Name Server") issues outside the direct control of the Company; issues with FTP, POP3, SMTP, or any items relating to your access to the Portal or the Services; your acts or omissions (or acts or omissions of others engaged or authorized by you, including, without limitation, custom scripting or coding (e.g., COI, Perl, HTML, ASP, etc.), any negligence, willful misconduct, or use of Website or Services in breach of this Agreement; e-mail or WebMail delivery and transmission; DNS propagation; or outages elsewhere on the Internet that hinder access to the Services including the Portal, app, or website. Your Services are dependent on you ensuring that your Third-Party Components are active and fully functioning. The Company is not liable due to any failure of your Third-Party Components. You acknowledge these limitations and agree that the Company is not responsible for any damages allegedly caused by the failure or delay of the Services to reflect current status or notifications. Further, the Products and Services are not an emergency notification system and should not be used in this way. The Company is not responsible for contacting or dispatching emergency authorities to your home in the event of an emergency.

To the fullest extent allowed by law, the Company is not responsible for damage or liability caused by use of the Product and Services for purposes other than for which the Product and Services are designed or intended, use in improper environmental conditions, normal wear and tear or aging, improper repair, operation or maintenance or connections to improper voltage supply or, to the extent allowed by law, attempted repair by anyone other than a facility authorized by the Company to service or repair your Product.

Restrictions on Use – You agree that you will not copy, translate, rent, lease, sublicense, redistribute, or otherwise transfer the Software; and/or cause or permit reverse compilation, reverse engineering, or reverse assembly of all or any portion of the Software. Any Software that is made available to download with the Services are the copyrighted works of the Company and/or Third-Party Providers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software (the "License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless the end user first agrees to the terms of the License Agreement. Installation assistance, product support and maintenance, if any, of the Software is available from the Company and/or the Third-Party Providers, as the case may be.

SOFTWARE IS WARRANTED, IF AT ALL, IN ACCORDANCE WITH THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS SET FORTH IN THE LICENSE AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

4. RENEWAL FEES

All renewal fees related to the Services (the "Fees"), when applicable, are due in advance of the Services being provided and will include all applicable sales tax and will be billed to you and transacted by the Company or its designated third-party provider. You agree to pay all charges and fees specified when you ordered the Service, including any monthly recurring or nonrecurring charges, taxes, fees, surcharges or other assessments applicable to the Service. The account that you provide for payment purposes will be automatically billed on each monthly or annual anniversary date of your registration dependent upon your selection of the account payment frequency until the Services are terminated.

Any renewal of your subscription will be billed at the time of the renewal. You will not receive billing statements. Billing statements may be accessed by you on the Portal and such statements will contain the Fees charged and the date of such charge. Any questions or claims regarding billing can be directed to the Company's customer service. If you wish to dispute a charge on your bill, please call the Company's customer service within 120 days after the due date of the charge in question, **otherwise you waive your right to dispute the charge.**

You are responsible for immediately notifying the Company of any changes to your registration information including, but not limited to, billing address, name, credit card information, etc. You may notify Company on the Portal.

5. WARRANTIES

THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE AVAILABILITY, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE, THE WEBSITE, OR SOFTWARE AND ALL ASSOCIATED SERVICES AND INFORMATION OR FOR ANY THIRD-PARTY COMPONENTS PURCHASED BY YOU OR THIRD-PARTY SERVICE PURCHASED BY COMPANY. THE SERVICES ARE BEING PROVIDED TO YOU ON "AS-IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED, OR STATUTORY.

ANY THIRD-PARTY LINKS, RESOURCES, AND CONTENT AVAILABLE WITH THE SERVICES ARE NOT CONTROLLED BY THE COMPANY, AND THE COMPANY DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH THIRD-PARTY LINKS, RESOURCES, AND CONTENT INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY WILL NOT BE LIABLE FOR YOUR ACCESS TO, USE OF OR DOWNLOADING OF CONTENT AVAILABLE ON OR THROUGH, THE SERVICE OR THE WEBSITE.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISLCAIMERS, WAIVERS, AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

6. LIABILITY

THE COMPANY DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILTY IN CONNECTION WITH THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, PERSONAL OR REAL PROPERTY DAMAGE, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, OR NEGLIGENCE) AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN ANY WAY RELATED TO (a) THE USE OF OR INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (c) ANY OTHER MATTER RELATING TO THE SERVICES. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CANCEL AND DISCONTINUE USING THE SERVICES AND TO RECEIVE A REFUND FOR SERVICES NOT RENDERED. IN NO INSTANCE WILL THE COMPANY'S LIABILITY TO YOU EXCEED THE FEES PAID BY YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM AT ISSUE AND YOU AGREE THAT THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY REGARDLESS OF ANY ALLEGATION OR FINDING THAT A REMEDY FAILED OF ITS ESSENTIAL PURPOSE, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) AND EVEN IF THE COMPANY OR OTHERS WERE ADVISED OR AWARE OF THE POSSIBILITY OF LIKELIHOOD OF SUCH DAMAGES OR LIABILITY.

7. INDEMNIFICATION

BY REGISTERING FOR THE SERVICE, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD COMPANY, ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND LICENSORS, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, PROCEEDINGS, SUITS AND ACTIONS, INCLUDING ANY RELATED LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, FINES, JUDGMENTS, SETTLEMENTS, EXPENSES (INCLUDING ATTORNEYS' AND ACCOUNTANTS' FEES AND DISBURSEMENTS) AND COSTS INCURRED BY, BORNE BY OR ASSERTED AGAINST THE COMPANY TO THE EXTENT SUCH CLAIMS IN ANY WAY RELATE TO, ARISE OUT OF, OR RESULT FROM YOUR USE OF THE SERVICES.

8. AGREEMENT TO MANDATORY ARBITRATION

Instead of suing in court, you and the Company agree to resolve all disputes and claims between us only by binding and bilateral arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. However, just as a court would, the arbitrator can award damages and relief, including any attorneys' fees if authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.

References to the "Company," "you" and "us," for purposes of this agreement to arbitrate include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, heirs, guardians, successors and assigns, and all authorized or unauthorized users or beneficiaries of the Company's services.

This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to (i) disputes and claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); (iii) claims that may arise after the termination of your relationship with the Company; and (iv) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. In addition, and notwithstanding the other provisions of this arbitration agreement, either party may bring an individual action in small claims court.

The Federal Arbitration Act, 9 U.S.C. 1, et seq. (the "FAA") governs the interpretation and enforcement of this agreement to arbitrate. The FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

Unless otherwise agreed to by you and the Company in writing, the arbitration will be governed and conducted by JAMS before a single arbitrator who is licensed to practice law. The JAMS rules, including the selection of an arbitrator, filing, administration, discovery and arbitrator fees will be conducted under JAMS Comprehensive Arbitration Rules & Procedures, except as modified by this agreement or otherwise agreed to by you and the Company in writing. The JAMS rules are available on its website at www.jamsadr.com. To the extent that this agreement to arbitrate conflicts with JAMS's Consumer Minimum Standards, the JAMS's Consumer Minimum Standards in that regard shall control. NOTHING IN THIS PARAGRAPH SHALL REQUIRE OR ALLOW YOU OR THE COMPANY TO ARBITRATE ON A CLASSWIDE OR CONSOLIDATED BASIS.

THIS AGREEMENT DOES NOT ALLOW CLASS ARBITRATIONS EVEN IF JAMS PROCEDURES OR RULES WOULD. RATHER, YOU AND THE COMPANY ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDAL BASIS, AND UNLESS YOU AND THE COMPANY AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

You and the Company are each responsible for their respective costs relating to counsel, experts, and witnesses, and any other costs relating to the arbitration. The Company, however, will pay for the arbitration administrative or filing fees, including the arbitrator and/or other JAMS case management fees, for any dispute of \$75,000 U.S. Dollars or less, unless the claim is determined by the arbitrator to be frivolous. Otherwise, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness regarding costs and payment apply.

Unless you and the Company agree otherwise in writing, the arbitration will take place in the county or Province of your billing address.

An arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself.

IF FOR SOME REASON THE PROHIBITION ON CLASS AND/OR REPRESENTATIVE ARBITRATIONS SET FORTH ABOVE CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

If for any reason a claim proceeds in court rather than through arbitration, you and the Company agree that there will not be a jury trial. You and the Company unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement in any way. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

If you or the Company fail to comply with this arbitration provision, the breaching party shall be liable for the costs and attorneys' fees incurred by the other party in enforcing compliance with the arbitration agreement.

9. TERM AND CANCELLATION

Your Services will commence upon your acceptance of these Terms and will continue until cancellation by either you or the Company as provided herein. Any cancellation will take effect immediately and all access to the Services shall cease.

If you prepay for any Services that you cancel prior to the use of those Services, we will provide you with a credit to your account in the amount equal to the unused portion of the prepaid Services. No credits will be provided for termination within the Initial Services Period. No credits for partial days will be given. When your account is closed, we will review your account and refund any excess monetary payments to your original form of payment. Unused promotional credits will not be refunded. The Company reserves the right to suspend or cancel the Services at any time if you fail to pay amounts owing to the Company when due, violate or breach any of the Terms, or for any other reason in its sole discretion. If your Services are suspended or cancelled, you will still be responsible for payment of all outstanding balances accrued through the cancellation date, including any fees described herein.

You will have a right, at any time, to cancel the Services through the Portal. Upon such cancellation, you will not receive a refund of any Fees paid. In the event you have an annual subscription, you will receive a refund based on the number of unused days left in the Services in accordance with any applicable Fee promotion. All refunds will be made to the credit card on file. You are responsible for working directly with the credit card companies to ensure you receive such credits made by Company.

10. MODIFICATIONS

Waiver. Any waiver granted herein shall not be deemed effective unless in writing, executed by the party as to whom enforcement of the waiver is sought. A waiver by either party of any provision(s)

hereof shall not be deemed a waiver as to any other provision hereof or of any subsequent breach by either party of the same or any other provision.

11. GENERAL

Severability. If any provision of these Terms is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

Survival. The obligations of you under these Terms that by their nature would continue beyond the termination of these Terms including, but not limited to, those sections relating to Fees and Indemnification will survive any termination.

Attorneys' Fees. In the event the Company seeks legal action against you for collection of any Fees or to enforce its rights and your obligations under these Terms, the Company is entitled to recover from you its reasonable costs and expenses including, but not limited to, reasonable attorneys' fees incurred as a result.

Remedies. The rights and remedies provided to the Company under these Terms are in addition to any other remedies available at law or in equity.

Governing Law and Venue. The United Nations Convention on the International Sale of Goods is explicitly excluded from this Agreement.

For Residents of the US: These Terms and any action related thereto or related to Services shall be governed, controlled, interpreted, and defined by and under the laws in effect in the State of California, without regard to conflicts of law principles. Venue for any action, claim or proceeding pertaining to this Agreement shall be California and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for the purpose of such action.

Notwithstanding the foregoing and pursuant to Section 8 of this Agreement, the Federal Arbitration Act, 9 U.S.C. 1, et seq. (the "FAA") governs the interpretation and enforcement of this Agreement to arbitrate. The FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

Intellectual Property Rights. HAMPTON, AIQ, AccessIQ, and all related logos are trademarks or registered trademarks of the Company in the United States and other countries. The Company may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights, including patents, trademarks, and copyrights, or to prevent loss of data or damage to its servers or Services.

Entire Agreement. These Terms represent the entire agreement and understanding of the parties with respect to the subject matter of these terms and conditions and supersedes all prior agreements and understandings between the parties, whether oral or written, with respect to this subject matter.

If you have any questions regarding these Terms or any terms referenced herein, please contact the Company in any manner as follows:

Address: Hampton Products International Corporation, 50 Icon, Foothill Ranch, CA 92610-3000. Attention: AccessIQ[™] Care agent.

Website: AccessIQ.com

Phone: 877-ENTRYIQ

BY USING THE ACCESSIQ[™] SERVICES, I REPRESENT THAT I HAVE READ AND UNDERSTAND THESE ENTIRE TERMS, AND I AGREE TO ALL THE TERMS AND CONDITIONS OF THE SERVICES AS STATED ABOVE.

Last updated: September 9, 2024