

PRIVACY POLICY

TERMS OF USE

PRIVACY POLICY

Last updated: March 3rd, 2021

This Privacy Policy ("Privacy Policy") sets out how AO DECK ("AO DECK", "us", "we" or "our") collects, uses, and protects any information that you give us when you download, register, access, or use our application AO DECK (the "App") and our website (www.ao-deck.com and www.acornoak-deck.net) (collectively the "Services").

We take your privacy seriously.

When you use the App, we want you to trust us with your personal data, and we are committed to disclosing all of our privacy practices.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you disagree with our policies and practices, do not register with, or use this App. By registering with, or using this App, you agree to this privacy policy. This policy may change from time to time. Your continued use of this App after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

I. Age Limitations

To the extent prohibited by applicable law, we do not allow the access and/or use of our Services by anyone younger than 16 years old. If you learn that anyone younger than 16 has unlawfully provided us with Personal Information, please contact us, and we will take steps to delete such information.

II. Why Do We Collect Your Information?

We collect your Information to provide, operate, manage, maintain, and enhance the App and the functions available to our users.

III. What Information Do We Collect?

1. Personal Information. This includes your name and contact details, date of birth, location, physical address, email address and telephone number, occupation, job industry, social media information, billing data, race/ ethnicity (regions), and similar identifying information.
2. Technical Data. Which may include your internet protocol (IP) address, browser type, and version, time zone setting and GPS coordinates of your device, browser plug-in types and versions, operating system and platform, and other technology on the devices used to access and/or use our Services.}
3. Marketing Data. Details of any preference that you have advised us of concerning marketing.
4. Non-personal data. This non-personal data can be obtained from your personal data but does not directly or indirectly identify you. This may include session duration, pages visited, usage data detailing how and when you access and/or use our App, and the areas you interact with. We also collect data about how you interact with our App. This includes data regarding third-party sites or services used before interacting with our App. In some cases, we collect this data through cookies, pixels, tags, and similar tracking technologies that create and maintain unique identifiers.
5. Records and copies of your correspondence (including email addresses) if you contact us.
6. Your responses to surveys that we might ask you to complete for research purposes.

Generally, no one is under a statutory or contractual obligation to provide any personal information. However, certain personal information is collected automatically and, if some personal information is not provided, we may be unable to provide access to our

Services. If you do not want us to collect this information, do not use this App or delete it from your computer. For more information, see the sections below titled

"How We Use Your Information" and "How We Disclose Your Information."

V. How We Use Your Information?

We use the Information collected:

- To create your account, that will allow you to access and/or use our App and to implement account recovery if you forget your credentials.
- To provide you with our App, and any other information, products, or services that you request from us.
- To provide you with useful information about your clients.
- To provide customer service if needed.
- To notify you when updates are available and changes to any products or services we offer or provide.
- To develop and provide search, learning, and productivity tools and additional features.
- To communicate with you to inform development and design decisions about special offers or services, products or newsletters, changes in our App or offerings, and security and fraud notices.
- To better understand your needs and provide you with better services, create statistics, and provide context for existing data from other sources (identifying the reasons for unforeseen trends, for example).
- As required by applicable law, legal process, or legal obligation.

We may also use the Information to display advertisements, send promotional messages, or provide information that may be of interest to you.

VII. How Long Will We Keep Your Information?

We only hold your Information until you request us to delete your account. You can delete, correct, or amend your Information at any time, by accessing your personal profile within our website or App or by sending an email to community@ao-deck.com.

AO DECK may retain certain user data after receiving an account deletion request if necessary, to comply with legal requirements.

VIII. Your Choices About Our Collection, Use, and Disclosure of Your Information

We strive to provide you with choices regarding the Information you provide to us. This section describes mechanisms we provide for you to control specific uses and disclosures of over your Information.

- **Cookies.** Cookies are files with a small amount of data, which may include a unique anonymous identifier. Cookies are sent to your browser from a website and stored on your computer's hard drive. Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Services.
- **Promotion by the Company.** If you do not want us to use your email address to promote our own or third parties' products or services, you can opt-out by emailing community@ao-deck.com. You can also always opt-out by logging into the App and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email stating your request to community@ao-deck.com.

IX. User Contributions

You also may provide Information to be published or displayed on public areas of our website or of our App (such as chat, reviews, message board) or transmitted to other users of our App or third parties ("User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. Although we limit access to certain pages, please be aware that no security measures are perfect or impenetrable.

Additionally, we cannot control the actions of other users of our App with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that unauthorized persons will not view your User Contributions.

X. International Privacy Laws and Your Rights Under The GDPR

The United States does not have as comprehensive data laws as the European Union; however, the collection, storage, and use of your Information will at all times be governed by this Privacy Policy.

Members of the European Union have the right to access your Information that has been collected for free, the right to be informed as to how we intend to or use your Information, the right to ask how we use your Information, the right to ask us to remove your Information, the power to ratify your Information if it is incorrect in our system, the right to erase your Information from our system or that third-party system, the right to object to the use of your Information, the right to protect yourself from automated decision making by non-human intervention, the right to request a digital copy of your Information to use the Information however you'd like, and the right to protection from data breaches. All complaints must be sent to community@ao-deck.com.

XI. Your California Privacy Rights

California Civil Code permits users of our Services that are California residents to request certain information regarding our disclosure of Information to third parties for their direct marketing purposes. To make such a request, please send an email to community@ao-deck.com.

XII. Data Security

We have implemented measures designed to secure your Information from accidental loss and unauthorized access, use, alteration, and disclosure. Any payment transactions and personal Information will be encrypted.

Unfortunately, the transmission of information via the internet and mobile platforms is not completely secure. Although we do our best to protect your Information, we cannot guarantee the security of your Information. Any transmission of Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

The safety and security of your Information also depend on you. Where we have given

you (or where you have chosen) a password for access to certain parts of our Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in the App's public areas, like chats, reviews, and message boards. Any user of the Services may view the information you share in public areas.

XIII. Changes to Our Privacy Policy

We may update our Privacy Policy from time to time. If we make significant changes to our users' personal information, we will post the new Privacy Policy on this page.

The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date email address for you and for periodically check this Privacy Policy for any changes.

XIV. Contact Information

To ask questions or comment about this Privacy Policy and our privacy practices, contact us at:

AO DECK

Email: community@AO-DECK.com

TERMS OF USE

AO DECK is your Customer Relationship Builder to build relationships with clients. We are happy to have you here.

Please carefully read the following terms ("Terms") which constitute a legal agreement between you ("You" or the "User") and AO DECK Inc. ("AO DECK" or "we") and govern your access to and use of our website www.acornoak-deck.net (the "Website"), our App www.AO-DECK.com (AO DECK) (the "App") and our services (the Website, the App and the services are collectively referred to as the "Services").

1. Your Agreement to these Terms

By accessing this App in any way, including, without limitation, browsing or using this App, using any information, and/or submitting information to AO DECK, you agree to and are bound by the terms, conditions, policies, and notices contained on this page.

2. Updates to the Terms

From time to time, we may update this App and these Terms. Your use of this App, including the downloading, installing, or using the App, after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version. AO DECK may, in its sole discretion, and at any time, discontinue this App or any part thereof, with or without notice, or may prevent your use of this App with or without notice to you. If you do not agree to these Terms, please stop using the site and uninstall the App immediately. You agree that you do not have any rights in this App. AO DECK will have no liability to you if this App is discontinued, or your ability to access the App or any content you may have posted on the App is terminated.

3. Age Restrictions

This App is not intended for use by anyone under the age of 18. You must be at least 18 years of age to access and use the App. If you are under 18 years of age (or the age of legal majority where you live), you may only use the App under the supervision of a

parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a User under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such User in connection with the App.

4. Creating an Account

Each User must create and register an account to use certain functionality and features of the App and the Services. If you register for an account, you will have to provide a password, address, email address, phone number, and/or financial information (including payment card information) ("Account Information"). You must provide accurate, truthful, current, and complete Account Information and promptly update this information if it changes. AO DECK has no liability for failure to deliver notices that result from inaccurate account information or otherwise. Any personal information you provide while accessing and/or using our Services is governed by our Privacy Policy, which describes how we collect and use your personal information and your rights.

6. Products for Sale

AO DECK also offers you selected products on our Website and/or App.

AO DECK attempts to be as accurate as possible. However, AO DECK does not warrant that product descriptions or other content is accurate, complete, reliable, current, or error-free.

8. Accessing and/or Using our Services

When using our Services, you agree that:

You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes; and you will not engage in conduct that harms other Users, or our community.

You will not use the Services unlawfully or fraudulently or for such purposes, to collect personally identifiable information, or to impersonate other users.

Use our Services to transmit or facilitate the transmission of any unsolicited or

unauthorized advertising or promotional material. Use our Services to transmit or facilitate the transmission of any unsolicited or unauthorized advertising or promotional material.

Transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

Modify, adapt, or hack our Services or modify another service to falsely imply that it is associated with our Services.

Access and/or use of our Services is permitted temporarily, and we reserve the right to withdraw or amend any or all of the Services without notice. We may suspend access to the Services periodically to carry out emergency or scheduled maintenance or for any other reason at any time. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Services and make any changes to the Services' features, functionality, or content at any time. We reserve the right in our sole discretion to edit or delete any documents, information, or other content on the Website and/or App or the Services.

The information appearing on AO DECK's Website and App could include technical, typographical, or photographic errors. AO DECK does not warrant that any of the information on its Website and App are accurate, complete, or current. AO DECK may update the information contained on its Website and App at any time without notice. However, AO DECK does not make any commitment to update the information.

Access to Services depends upon the availability of the internet, and we accept no responsibility for the inability to access our Services because of any circumstances beyond our reasonable control. You are informed of the risks of using the internet, particularly the fact that data transmission is not secure, and represent that you understand the risks concerning the use of the Services.

9. Intellectual Property and Proprietary Rights

The Website, the App, the Services, the content, the form, and the services of the

Website and the App are all property of AO DECK and its affiliates and licensors. The sale, copy, modification, reproduction, lease, rental, loan, distribution, or creation of derivative works based on the above content, in whole or in part, is prohibited.

AO DECK's trademarks, domain names, graphics, logos, designs, page headers, button icons, scripts, service names, and any other distinctive sign constitute AO DECK Intellectual Property Rights ("AO DECK Intellectual Property Rights"). AO DECK Intellectual Property Rights are and shall remain the sole property of AO DECK, its affiliates, and licensors.

These Terms do not imply any authorization, transfer, or license to you of any AO DECK Intellectual Property Rights. Any use of AO DECK Intellectual Property Rights shall be subject to AO DECK's prior consent.

Permission is granted to temporarily use AO DECK Intellectual Property Rights for personal, non-commercial transitory viewing only. You may not:

- modify or copy our Services.

- Attempt to decompile or reverse engineer any software contained on our Website or App.

- Remove any copyright or other proprietary notations; or

- Transfer the Services to another person or "mirror" them on any other server.

This permission shall automatically terminate if you violate any of these restrictions, and you may be removed from accessing the App at any time.

10. User Content

AO DECK may provide you with the opportunity to publish or display your content on public areas of our Website or App. You are solely responsible for your conduct and activities on and regarding our Services and any and all data, text, messages, reviews, comments, information, name, graphics, images, photographs, profiles, audio, video, items, and links (collectively "User Content") that you submit, post, and display on the Website and the App.

User Content shall not:

Be false, inaccurate, or misleading.

Infringe upon any third party's intellectual property rights, including copyright, patents, trademarks, and trade secrets.

Be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person, or falsely state or otherwise misrepresent your affiliation with any person or business, for example, by using a fake email address, nicknames, or creation of false accounts.

Be obscene or contain pornography.

Manipulate or distort, or undermine the integrity and accuracy of, any reviews, descriptions, ratings, or content or take any action to interfere with, damage, disrupt any part of our Services.

Although we are not obligated to monitor, edit, or remove any User Content that violates these Terms. By submitting your User Content, you grant AO DECK a worldwide, royalty-free, irrevocable, non-exclusive, fully sublicensable and transferable, without time limit, right to use, reproduce, distribute, translate, transmit and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate in connection with our Services.

To the extent that you are asked to rate and post reviews of businesses ("Ratings" and "Reviews"), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by AO DECK and do not represent the views of AO DECK or its affiliates.

Because we strive to maintain a high level of integrity concerning Ratings and Reviews posted or otherwise made available through the Services, you agree that: (i) you will base any Rating or Review on the first-hand experience with the App; (ii) you will not submit a Rating or Review in exchange for payment, or other benefits; and (iii) your review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we

may remove such User Content without notice.

You declare that your User Content does not and will create any liability to AO DECK, its subsidiaries, affiliates, successors, assigns, and their respective employees, agents, directors, officers, and/or shareholders. Any unauthorized use of material that may constitute an infringement of third-party rights is strictly prohibited.

11. Payment Terms

Prices. The prices for membership displayed through the App may differ from the prices offered.

No Refunds. Charges paid by you for completed and delivered orders are final and non-refundable. AO DECK has no obligation to provide refunds or credits but may grant them, in each case, in AO DECK's sole discretion.

Promotional Offers and Credits. AO DECK, at its sole discretion, may make promotional offers with different features and different rates to any user. These promotional offers are subject to the terms of this Agreement and may be valid only for certain Users, as indicated in the offer.

You agree that promotional offers: (i) may only be used by the intended audience, for the intended purpose, and lawfully; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by AO DECK; (iii) are subject to the specific terms that AO DECK establishes for such promotional offer; (iv) cannot be redeemed for cash or cash equivalent; and (v) are not valid for use after the date indicated in the offer. AO DECK reserves the right to withhold or deduct credits or benefits obtained through a promotion if AO DECK determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement. AO DECK reserves the right to modify or cancel an offer at any time.

Fees for Services. AO DECK may change the fees for our Services as we deem necessary or appropriate for our business. AO DECK may also charge merchants fees on orders that you place through the services, including

commissions and other fees, and may change those merchant fees as we deem necessary or appropriate for our business or comply with applicable law.

12. Disclaimer and Limitation of Liability

OUR SERVICES ARE PROVIDED ON AN 'AS IS' BASIS. AO DECK MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR OTHER VIOLATION OF RIGHTS.

Further, AO DECK does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the Services or on any sites linked to our Website or App. In no event shall AO DECK be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the Services, even if AO DECK or an AO DECK authorized representative has been notified orally or in writing of the possibility of such damage.

13. Cancel your access and/or use of the Services

We have the right to terminate your access to our Website and/or our App at any time if:

15. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless AO DECK, our affiliates. Each of our respective officers, directors, agents, and employees from and against any loss, liability, claim, demand, damages, expenses, or costs (including reasonable attorneys' fees) (" Claims ") arising out of or related to (a) your access to or use of the App; (b) your violation of these Terms; or (c) your conduct in connection with the Services. You agree to promptly notify us of any such Claims and cooperate with AO DECK to defend such Claims and pay all fees, costs, and expenses associated with defending such Claims (including attorneys' fees). You also agree that AO DECK will have sole control of the defense or settlement of any Claims.

16. Modifications

AO DECK may revise these Terms at any time without notice. By accessing and/or using the Services, you agree to be bound by the then current version of these Terms.

17. Governing Law

These Terms are governed by and construed in accordance with the laws of New York, and you irrevocably submit to the exclusive jurisdiction of the courts in this location. These Terms and your access to and use of the App will be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflict of law rules or principles that would cause the laws of any other jurisdiction to apply. The parties expressly agree that any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved exclusively in the state and federal courts of Kings County, New York.

18. Contact Information

Questions about these Terms should be sent to us at community@ao-deck.com

Effective March 16, 2021