

Focal Point Solutions Group, LLC. (FPSG)

## Terms and Conditions of Service

### 1. Terms of Acceptance

By accessing the website at <http://www.focalpointsg.com>, you are agreeing to be bound by these Terms and Conditions of Service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

### 2. Use License

a. Permission is granted to temporarily download one copy of the materials (information or software) on FPSG website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

I. Modify or copy the materials.

II. Use the materials for any commercial purpose, or for any public display (commercial or noncommercial)

III. Attempt to decompile or reverse engineer any software contained on Focal Point Solutions Group LLC. website.

IV. Remove any copyright or other proprietary notations from the materials; or

V. Transfer the materials to another person or "mirror" the materials on any other server.

b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Focal Point Solutions Group, LLC. at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

### 3. Disclaimer

a. The materials and content on Focal Point Solutions Group, LLC. website are provided on an 'as is' basis. FPSG 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 any particular purpose, or non-infringement of intellectual property or other violation of rights.

b. Further, Focal Point Solutions Group, LLC. does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials or content on its website or otherwise relating to such materials or on any sites linked to this site.

### 4. Limitations

In no event shall FPSG or its suppliers 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

materials on Focal Point Solutions Group, LLC. website, even if FPSG or a FPSG authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### 5. Accuracy of materials

The materials appearing on Focal Point Solutions Group, LLC. website could include technical, typographical, or photographic errors. FPSG does not warrant that any of the materials on its website are (Last Updated 8/13/2020) accurate, complete or current. Focal Point Solutions Group, LLC. may make changes to the materials contained on its website at any time without notice. However, FPSG does not make any commitment to update the materials.

#### 6. Links

Focal Point Solutions Group, LLC. does not review all the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by FPSG of the site. Focal Point Solutions Group, LLC. has no control over the content of other websites. Use of any such linked website(s) is at the user's own risk.

#### 7. Modifications

Focal Point Solutions Group may revise these terms of service for its website at any time without notice. By using this website, you are agreeing to be bound by the then current version of these terms of service.

#### 8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of St. Augustine, Florida and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

#### Privacy Policy

Your privacy is important to us. It is Focal Point Solutions Group, LLC. policy to respect your privacy regarding any information we may collect while operating our website. Accordingly, we have developed this privacy policy for you to understand how we collect, use, communicate, disclose and otherwise make use of personal information. We have outlined our privacy policy below.

#### Collection of Personal Data

When you browse Focal Point Solutions Group, LLC. website, we do not automatically collect Personal Data (as defined below) from you. We, however, do log your IP address (the Internet address of your computer) to give us an idea of which part(s) of the website you visit and the amount of time that you spend there. Your IP address is also used to help diagnose any technical problems, analyze site trends, administer the website, track movement within the site, and gather broad demographic information about website use that can eventually be used to make improvements to enhance your user experience on FPSG's website. As you access and use Focal Point Solutions Group, LLC. website, FPSG may request certain information, such as your name, e-mail address, company name, company address, and telephone number ("Personal Data"). This Personal Data is needed to provide to you a product or a service or to carry out a transaction that you have requested.

## 2. Cookies and Other Tracking Technologies

This Site may use cookie and tracking technology. A “cookie” is a small data file that the site places on your computer’s hard drive for identification purposes. These data files include information that allows our website to remember important information that will make your use of our website more efficient and useful to you.

## 3. How Focal Point Solutions Group, LLC. uses Personal Data

FPSG uses personal data in several ways: to fulfill your requests for certain products and services; to personalize your experience on our site; to keep you up-to-date on the latest product announcements; and to provide other information we think you would like to hear from us. We may also use your personal data to send you direct marketing information or to contact you for market research.

## 4. Disclosure to Third Parties

If you request something from our website (e.g., a product, a service, specific marketing materials, etc.), we may use your personal data to fulfill your request. To help us do this, we may share your personal data with third parties to provide certain services (e.g., marketing services) on our behalf. In such cases, however, the third parties are prohibited from using your personal data for any other purpose. To describe our services to advertisers, vendors, and other reputable third parties and for other lawful purposes, Focal Point Solutions Group, LLC. may disclose aggregate statistics about our site visitors, customers, and sales; however, these statistics will include no personal data. FPSG may disclose personal data if required to do so by law or if Focal Point Solutions Group, LLC. believes that such action is necessary to protect and defend the rights, property, or personal safety of FPSG, the website, or its visitors. Focal Point Solutions Group, LLC. may disclose your personal data in the event of any sale or transfer of its business or its assets. We are committed to conducting our business in accordance with these principles to ensure the confidentiality of personal information is protected and maintained. Focal Point Solutions Group, LLC. may change this privacy policy from time to time at FPSG’s sole discretion.