

SANYO DENKI AMERICA, INC.
PRIVACY POLICY
EFFECTIVE AS OF JULY 15, 2020

This Privacy Policy and our Terms of Use set forth the conditions under which you may access and use our Website. By accessing and using our Website, you agree to be bound by our Privacy Policy and Terms of Use then in effect and by all applicable laws.

If you do not agree with any of the Terms of Use or our Privacy Policy, you should not access or use our Website for any purpose.

We reserve the right to terminate or limit your access to our Website for any violation of the Terms of Use or our Privacy Policy, or for any other reason, in our sole discretion.

The term “us” or “we” or “our” refers to SANYO DENKI AMERICA, INC. and our affiliated entities. The term “you” refers to the user of our Website.

We respect your privacy and are committed to protecting it. This Privacy Policy describes the types of information we may collect from you when you visit our Website, use our products, access our services, participate in our programs or otherwise interact with us. It also describes how we use and disclose the information we collect, how we protect information from unauthorized use or disclosure, and the choices you have regarding our collection and use of such information.

If you provide us with Personal Information (defined below), either through our Website, via phone, digital device or e-mail, we may collect and use that information to contact you or to send you additional information to process your purchase, provide service and support, and share product, service and company news and offerings, analyze transactions or purchase histories to present customized offers to you or to improve our products, services, programs, and other offerings, keep a record of our interactions with you, prevent, investigate, or provide notice of fraud, unlawful or criminal activity, or unauthorized access to our Website or data systems or unauthorized use of Personal Information, to meet legal obligations and to enforce our Terms of Use and other agreements.

If you send us e-mail that includes Personal Information, normally we will use the information only to respond to your message and for no other purposes.

By visiting us, by providing solicited or unsolicited Personal Information to us, you are consenting to our using your Personal Information, subject to applicable laws and you are agreeing to the terms of this Privacy Policy.

1. PERSONAL INFORMATION DEFINED

We define the term “Personal Information” to mean any information that we directly associate with, or use to identify, a specific person. This may include information such as:

- a. Your first and last name;
- b. Your home or other physical address;
- c. Your social security number in certain circumstances;
- d. Your shipping address if different from above address;

- e. Your Email address;
- f. Your telephone or fax number;
- g. Your credit card information;
- h. Your purchase history;
- i. Any identifier that allows you to be contacted by mail, phone or online;
- j. Other Personal information you give us by using our Website, via phone or electronic mail, in events, or otherwise.

Personal Information does not include “aggregated information,” which is information that we collect about a group or category of persons or services. It also does not include “de-identified information,” which is information from which we have removed any information that can be used to specifically identify a person. This policy does not restrict or limit our collection, use, or disclosure of aggregated or de-identified information.

2. WE COLLECT INFORMATION AS FOLLOWS

Information you give us. Many of our services require you provide Personal Information when you purchase our products or services, contact us about a prior purchase, or email, call, or otherwise communicate with us. Similarly, if you contact us regarding a product or service that you are interested in or concerned about, we may request that you provide Personal Information that will enable us to respond to your inquiry. In these circumstances, we’ll ask for your Personal Information.

The types of information we may collect from you include:

- a. **Account Information**, such as your name, email address, postal address, phone number, delivery preferences and any other information you choose to provide;
- b. **Transaction Information**, such as information about the products or services you purchase, shipping and delivery information and information related to returns, refunds and cancellations. We may also collect and store limited payment information, such as payment card type and expiration date and the last four digits of your payment card number; however, we do not collect or store full payment card numbers and all transactions are processed by our third-party payment processor; and

Other Information. We may obtain information about you from third parties such as demographic marketing information, address verification, or mailing list information and combine it with other Personal Information pertaining to you.

3. DISCLOSURE OF YOUR PERSONAL INFORMATION

With Your Consent. We may disclose your Personal Information to third parties with your consent. You may give your consent through written agreement that you sign or acknowledge. Sometimes your consent may be implicit. For example, if you purchase products with a credit card and have them shipped to your home, you implicitly consent to the disclosure of your name and address to a third-party shipping company to complete the delivery, and of your credit card number to the credit card processor to authorize the transaction and to the bank to collect payment.

Legal Process. We may be required to disclose Personal Information regarding law enforcement, fraud prevention, regulation, and other legal action or if we reasonably believe it is necessary to do so to protect our customers, the public, or us. If you send us a threat or a message that

describes or promotes unlawful activity, we will share it with law enforcement authorities. We may also disclose your Personal Information to third parties regarding claims, disputes or litigation, when required by law or if we determine its disclosure is necessary in an emergency.

Certain Business Transfers. Your Personal Information may be disclosed as part of a corporate business transaction, such as a merger, acquisition, joint venture, or financing or sale of our assets, and could be transferred to a third party as one of our business assets in such a transaction. It may also be disclosed in the event of our insolvency, bankruptcy or receivership. We will use reasonable efforts to direct any such transferee to use your Personal Information in a manner that is consistent with our Privacy Policy.

Retaining your Personal Information. We retain your Personal Information while your account is in existence or as needed to provide you products and services. We may retain your Personal Information even after you have closed your account if retention is reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes between us, prevent fraud and abuse, or enforce this Privacy Policy and our Terms of Use policy. We may retain information for as long as is necessary to provide support-related reporting and trend analysis only.

4. HOW YOUR PERSONAL INFORMATION WILL BE USED

We do not sell, rent or lease any Personal Information you provide to any unrelated third party in the ordinary course of our business, nor do we disclose to them the Personal Information we collect for their own direct marketing purposes. but we may share it with related entities or with unrelated third parties regarding our own marketing activities, your credit application or credit card processing, or the maintenance and operation of our Website, or as may be legally required. (Please do not to send confidential or sensitive information, to us through this Website.)

Your credit card information and sensitive personal data are used only for processing payment and will not be used for any other purpose and will not be kept longer than necessary for providing the services, unless you ask us to retain your credit card information for future purchases.

If you apply for credit, we may ask you to provide additional information such as salary and social security number (for individual) and banking information. This information will be used by our financial services providers in determining whether to extend you credit.

5. OUR SECURITY PRECAUTIONS

We make reasonable efforts to protect personally identifiable information that you submit over our Website from loss, misuse, unauthorized access, disclosure, alteration, and destruction. However, due to the inherent nature of the Internet as an open global communications vehicle, the firm does not warrant or represent that its level of security meets or exceeds any particular standard, and no server or internet transmission is ever 100% secure or error free. You should take this into account when submitting personal or confidential data on any websites, including ours. Similarly, any information that you send us through our Website is not confidential or privileged.

Although we use security that we believe to be appropriate to protect the limited personal identifying information disclosed to us on our Website, we do not guarantee that our security precautions will protect against and we expressly disclaim any liability for any loss, misuse, or alteration of your information or from your access to or use of our information.

Since the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any information that you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If you provide any Personal Information to us, you do so at your own risk.

Please note that emails, instant messaging, and similar means of communication with us is not encrypted, and we strongly advise you not to communicate any confidential information through these means.

You are advised that other websites, which may be accessed through our Website, may collect personally identifiable information about you. This Privacy Policy does not cover the information practices of those third-party websites linked to us. Please contact them directly for their Privacy Policy.

Tracking Technologies

We may deploy various tracking technologies, such as cookies, on our Website to collect additional information about your visits. These tracking technologies may be deployed by us and/or by our service providers on our behalf. These technologies enable us to assign a unique number to you and relate your Website usage information to other information about you.

Cookies are small data files that are placed on your computer's hard drive when you visit certain websites. Like many other websites, we use cookies for various reasons. We use cookies to tell us, for example, whether you've visited us before or if you're a new visitor, and to help us understand which areas of our Website are of greatest interest to you. Cookies also may enhance your online experience by saving your preferences and password so you do not have to re-enter this information each time you visit our Website. By continuing to browse our Website or use our services, you are agreeing to our use of cookies.

You may prevent Flash cookies using the settings in your Adobe Flash Player software.

We use the following types of cookies:

- a. **Strictly necessary cookies.** These are cookies that are required for the operation of our Website and online services. They include, for example, cookies that enable you to log into secure areas of our Website or make use of any of our online-based services.
- b. **Analytical/performance cookies.** These allow us to recognize and count the number of visitors and to see how visitors move around our Website and online services when they are using it. This helps us to improve the way our Website works, for example, by ensuring that users are finding what they are looking for easily.
- c. **Functionality cookies.** These are used to recognize you when you return to our Website and online services. This enables us to personalize our content for you, greet you by name and remember your preferences.

- d. **Targeting cookies.** These cookies record your visit to our Website and online services, the pages you have visited and the links you have followed. We use this information to make our Website and online services and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

Most web browsers automatically accept cookies, but you can configure your browser to stop accepting new cookies, to notify you when you a new cookie is received, and to disable existing cookies. If you choose to disable cookies in your browser, however, you may not be able to take full advantage of all our Website' features.

6. YOUR ACCESS TO YOUR OWN PERSONAL INFORMATION

We do not maintain all your Personal Information in a form that you can access or update, and some items, such as transaction records, may not be changed. Accordingly, we will determine and may limit what you may access and how, and we may keep a record of changes (including deletions) and disclose them for lawful purposes. We keep your Personal Information for as long as we think is necessary or advisable. You may review your Personal Information that is readily accessible or contact us to request that it be updated by contacting us.

7. DATA TRANSFERS

We are based in the United States. When we obtain information about you, we may transfer, process, and store such information in the United States and other countries. By using our Website, you consent to the transfer to, and to the processing and storage of your information in, countries outside of the United States, which may have different data protection laws than those in the United States.

Do Not Track Disclosures

Some web browsers may transmit “do-not-track” (DNT) signals to our Website with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they are even aware of them. We currently do not change our tracking practices in response to DNT settings in your web browser. Our third-party partners, such as web analytics companies, collect information about your online activities over time and across our Website and other online properties. We utilize Google Analytics for our web analytics and you can opt out of your Website usage data being included in our Google Analytics reports by visiting <https://tools.google.com/dlpage/gaoptout>.

8. ASSETS OF THE CORPORATION

If for any reason, our ownership changes or our assets sold, the customer list is a part of our asset pool and may be sold or transferred in accordance with any applicable laws without your consent.

9. DISCLAIMERS

We attempt to maintain the accuracy of the content of this Website. Any errors or omissions should be reported.

We make no claims, promises, or guarantees about the absolute accuracy, completeness, or adequacy of the contents of our Website and disclaim all liability for errors and omissions in the

contents. No warranty of any kind, implied or expressed, or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose, and freedom from computer virus, is given with respect to the contents of our Website or its hyperlinks to other Internet resources.

Reference in our Website to any specific commercial products, processes, or services, or the use of any trade, firm, or corporation name is for the information and convenience of the public, and does not constitute endorsement, recommendation, or favoring by us or our officers, directors, shareholders, employees or agents.

We are not liable in any manner for your ability to use or for the contents of any linked sites as such sites are not under our control. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on those Linked Sites nor do we endorse your patronage or use of such sites and of the products and services offered therein.

Your use of Linked Sites is subject to terms of use, privacy policies, licensing terms and disclosures, which may be different from those in this Agreement. It is your responsibility to familiarize yourself with any such third-party terms and use the Linked Sites in accordance thereof.

Ownership and trademark notice:

Except for information in the public domain, all right, title, and interest in and to the content displayed on our Website, including but not limited to our Website's look and feel, data, information, text, graphics, images, sound or video materials, designs, trademarks, service marks, trade names, and URL, belong to and are our property, or our shareholders, officers or directors.

You may not use or display any trademarks or service marks we own without our prior written consent. Visitors to this Website are granted permission to reprint materials at our Website for personal use only. All other rights are reserved by us.

Contact our Copyright Agent at copyrightagent@sanyo-denki.com. Please insert, on the subject line of your email, the words "Copyright Infringement" for better handling.

If you believe that a notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notification, you may file a Counter-Notification in Response to Claim of Copyright Infringement with us.

You may want to seek independent legal counsel before filing a notification or counter-notification.

10. CHANGES IN THIS PRIVACY POLICY.

We may change this Privacy Policy from time to time. If we make significant changes in the way we treat your Personal Information, or to the Privacy Policy, we will provide notice to you on our Website or by some other means, such as email. Please review the changes carefully. If you agree to the changes, simply continue to use our services. If you object to any of the changes to

our terms and you no longer wish to use our services, you may close your account(s). Using our services after a notice of changes has been communicated to you or published on our Website shall constitute consent to the changed terms or practices.

11. CALIFORNIA'S SHINE THE LIGHT LAW

We don't share any of your Personal Information with third parties for direct marketing. California Civil Code Section 1798.83, known as the "Shine the Light" law, permits our customers who are California residents to request and obtain from us a list of what Personal Information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year and the names and addresses of those third parties. Requests may be made only once a year and are free of charge. Under Section 1798.83, we currently do not share any Personal Information with third parties for their direct marketing purposes.

12. CHANGES TO YOU PERSONAL INFORMATION

You may delete, update, correct or modify information about you by emailing us at info@sanyo-denki.com (but note we may continue to store information about you as required by law or for legitimate business purposes).

Depending on the circumstances and applicable law, you may have the right to:

- a. request access to any personally identifiable information we hold about you;
- b. object to the processing of your data for direct marketing purposes;
- c. ask to have inaccurate data held about you amended or updated;
- d. ask to have your data erased or to restrict processing in certain limited situations;
- e. request the porting of your personally identifiable information to another organization in control of your personally identifiable information; and/or
- f. object to any decision that significantly affects you being taken solely by a computer or other automated process.

Your license for access and use of the Website are subject to the following restrictions.

You may not:

1. post anything on the Website;
2. obtain or attempt to obtain unauthorized access to the Website or to our servers, systems, network, or data;
3. make available any content that is harmful to children, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
4. violate any applicable laws or regulations;
5. impersonate any person or entity; or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Website;
6. make available any Content that you do not have the right to make available or that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person or entity;
7. post any advertisements or other commercial solicitations without our express prior written permission;
8. install or add viruses or any other computer code, files, programs or content designed to interrupt, destroy or limit the functionality of the Website or affect other users;

9. interfere with or disrupt the Website or servers, systems or networks connected to the Website in any way;
10. use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website;
11. gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any of our servers, or to any of the sites offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
12. probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website;
13. reverse look-up, trace or seek to trace any information on any other user of or visitor to the Website, to its source, or exploit the Website or any Content or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information;
14. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or our servers;
15. use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website;
16. forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Website or any Website offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity;
17. use the Website or any Content for any purpose that is unlawful or prohibited by this Agreement, or to solicit the performance of any illegal activity or other activity which infringe on our rights or the rights of others;
18. copy, print (except for the express limited purposes expressly permitted herein), republish, display, distribute, transmit, sell, rent, lease or otherwise make available in any form or by any means all or any portion of the Website or any Content retrieved therefrom;
19. use the Website or any Content to develop, or use as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, or any other commercial distribution mechanism;
20. create compilations or derivative works of any Content;
21. use any Content in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties;
22. remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Website;
23. make any portion of the Website available through any timesharing system, Website bureau, the Internet or any other technology now existing or developed in the future;

24. remove, decompile, disassemble or reverse engineer any Website software or use any network monitoring or discovery software to determine the Website architecture;
25. alter, amend or change the Website in any way;
26. use any process to harvest information from the Website;
27. use the Website for the purpose of gathering information for transmitting:
 - a. unsolicited commercial email;
 - b. email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and
 - c. unsolicited telephone calls or facsimile transmissions.
28. use the Website in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations;
29. add to, distribute, create through or otherwise publish through the Website any material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, contains nudity, or is otherwise objectionable;
30. upload or transmit any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
31. upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
32. upload to, distribute or otherwise publish through the Website any content such as charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes, advertising or solicitations for funds, political campaigning, mass mailings, any form of unsolicited commercial email or "spam" (regardless of whether the email itself complies with the requirements of federal or state law for sending commercial email), or offering or disseminating fraudulent goods, services, schemes or promotions;
33. disseminate any harmful content of any kind, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancel bots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information and
34. link the Website to any other service or device.

ERRORS, CORRECTIONS AND CHANGES.

We do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Website at any time and without notice to you. Please review this Policy from time to time. We may, in our sole discretion, edit or delete any documents, information or other content appearing on the Website.

LIMITATIONS OF OUR LIABILITY.

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS OUR LIABILITY TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. BY ACCESSING OR USING THE WEBSITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

WE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN US.

THE ABOVE DISCLAIMER APPLIES TO ANY DAMAGES, LIABILITY OR INJURIES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR CONTENT IS TO CEASE ALL OF YOUR USE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE WEBSITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN ANY ELECTRONIC FILE DOWNLOADED FROM OUR WEBSITE IS DISCLAIMED.

OUR AGGREGATE LIABILITY AND OUR AFFILIATED ENTITIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WEBSITE AND/OR THE CONTENT, PRODUCTS, INFORMATION AND SERVICES PROVIDED THEREIN SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED ENTITY.

13. OPT-OUT CHOICES

If you have any concern about providing information to us or having such information used in any manner permitted in this Privacy Policy, you should not visit or use our online services or other services. If you have already registered, you can close your accounts

We may send you email messages, direct mail offers, or other communications regarding products or services unless you specifically ask us not to do so when you access our Website or change your preferences by updating any information you may have with us. At any time, you may elect to discontinue receiving commercial messages from us by submitting an opt-out request when applicable (see the "How to Contact Us" section below). We will endeavor to process your opt-out request in a commercially reasonable time.

Printed Materials: To opt out of receiving printed marketing materials at your postal address, such as advertisements, flyers or postcards, write to us at the address in the “How to Contact Us” section below. Please be sure to include your name and mailing address exactly as they appear on the printed marketing materials you received.

Emails: To opt out of receiving marketing materials via email, please send an unsubscribe request to the email address in the “How to Contact Us” section below or click on the unsubscribe link at the bottom of the email that was sent to you and follow the directions on the resulting web page.

Facsimiles: You may opt out of receiving communications sent by fax by using the methods provided in the communication or by contacting us at the email address in the “How to Contact Us” section below or through our fax number described in our Website.

Voice: To opt out of receiving calls from our live representatives by telephone, contact us at the email address in the “How to Contact Us” section below. If you have consented to receive prerecorded voice messages, you may opt out of receiving them by using the method provided in the prerecorded voice message or by contacting us at the email address in the “How to Contact Us” section below.

14. CLASS ACTION WAIVER

The parties agree that (i) no legal action arising out of this Agreement or your use of our Website, whether a consumer dispute or a business dispute, shall be certified as a class action or proceed as a class action, as a private attorney-general, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated, (ii) only your individual claim shall be litigated and (iii) no legal proceeding shall be consolidated with, or joined in any way with, any other proceeding.

JURY TRIAL WAIVER FOR U.S. USERS

We agree that any legal proceeding between us will not be a proceeding involving a jury. We each unconditionally waive any right to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to this Agreement or your use of our Website.

CHOICE OF LAW AND FORUM

A claim or dispute that might arise between us, whether sounding in contract, tort, or otherwise, will be governed by the laws of the State of California without regard to its conflict of law provisions. In no event will the parties bring claims against one another under the laws of another jurisdiction. Said claim or dispute shall be filed and adjudicated only in the federal or state courts located in Los Angeles, CA. You irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding arising out of this Agreement or relating to our Website.

OTHER APPLICABLE TERMS AND CONDITIONS

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

We may, without prior notice and in our sole discretion, terminate your license to use our Website, and block or prevent your future access to and use of our Website if you violate any this Agreement or our Privacy Policy.

No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

15. HOW TO CONTACT US

If you have any questions or concerns with respect to this policy or wish to give us any notice, contact us via email info@sanyo-denki.com. In the subject line, please insert "Privacy Policy Inquiry" or at **1-800-905-7989** or by mailing us at 468 Amapola Ave. Torrance, CA 9050 Attn: Privacy Policy.