

## **PRIVACY POLICY**

### **Introduction**

This Privacy Policy (“**Policy**”) is a LEGAL and BINDING AGREEMENT between you and Fabuwood Cabinetry Corp. (“**Fabuwood**”). Please review this Policy fully before you access and/or use Fabuwood’s website, located at <http://www.Fabuwood.com> (the “**Website**”) or any of Fabuwood’s social media sites (the “**Social Media Sites**”), as described below. As used in this Policy, the word “**Sites**” shall include Fabuwood’s Website and Social Media Sites.

The Sites are intended to be a safe environment for anyone who accesses and/or uses them or transmits, posts, or receives information, including without limitation software codes, and all sorts of other information in any and every format, including text, graphic designs, still images, videos, and any and every format, now existing or that may be created in the future (the “**Content**”).

Fabuwood has created this Policy to demonstrate our commitment to the privacy of users of our Website. This Policy governs your access and use of this Website, and Fabuwood’s privacy practices with respect to the Website and Fabuwood’s Social Media Sites. By using Fabuwood’s Sites, you consent to the collection, processing, use, disclosure and retention of your information by Fabuwood as described in this Policy. You will also be subject to any additional terms posted with respect to individual sections of Fabuwood’s Sites, which also govern your use of Fabuwood’s Sites. These additional terms include, without limitation the Terms of Service for Fabuwood’s Sites and Fabuwood’s Dealer’s Corner Terms.

### **Your Acceptance of this Policy**

**If you do not agree to this Policy, you are directed to discontinue using and accessing Fabuwood’s Sites.** Fabuwood reserves the right to change or update this Policy at any time and without prior notice. Your continued access or use of Fabuwood’s Sites after such changes or updates indicates your acceptance of the Policy as changed or updated. It is your responsibility to review this Policy regularly. This Policy was last updated on **May 4, 2016**.

### **Collection, Processing, Use, Disclosure and Retention of Information About You**

When you use the Website, Fabuwood automatically tracks certain information about you. This information includes your Internet Protocol (IP) address, your Internet browser and version, your operating system, the Internet site or URL from which you came from prior to landing on Fabuwood’s Sites, the date and time that you access or use our Sites, geolocation information, metadata information, searches that you conduct, the fact that you visited the Sites, the pages that you visit within the Sites, and the Internet site or URL to which you go upon leaving Fabuwood’s Sites. Fabuwood reserves the right to use this information, in an aggregated and non-personally identifiable form only, to monitor the Sites’ performance, utilization of features and services, traffic trends, and other analytical and optimization information.

“Cookies”, “web beacons”, Internet tags, pixel tags, and clear GIFs (collectively, “**Cookies**”) are pieces of information that may be placed on your computer by a website, social media site or platform, or application for the purpose of facilitating and enhancing its communications and interactions with you. Fabuwood may use cookies to (i) customize your visitation experience, (ii) deliver Content consistent with your stated interests, (iii) provide you with custom-tailored Content, and (iv) save your password (if you have registered with the Site) so that you do not have to re-enter it each time that you visit the Site. By showing Fabuwood how and when its users use the Site, cookies also help Fabuwood ascertain which areas are popular and which are not. Improvements and updates to the Site may be based on data such as total number of visitors and pages viewed. Most Internet browsers are initially set to accept cookies. You can, however, set your Internet browser to refuse cookies.

Except as otherwise provided in this Policy or Fabuwood’s Terms of Service, Fabuwood will not share, sell, trade or rent your personally identifiable information to third parties without your advance written permission or as required by law. When you register to use any of our Sites and/or the Dealer’s Corner (described below), and/or when you submit personal information to Fabuwood or any of the Sites, Fabuwood may ask you to provide certain personally identifiable information about yourself, such as your name, zip code, phone number, and email address. When you communicate with Fabuwood via email, telephone, fax or otherwise, Fabuwood may become privy to additional personally identifiable information about you. Fabuwood may use your information to market and/or sell products and services to you. By registering, you expressly opt-in and consent to Fabuwood contacting you subject to applicable law.

When you provide any personal information to Fabuwood by way of the Sites, you understand and consent to the collection, processing, use, disclosure and retention of such information by on or behalf of Fabuwood in the United States and/or any other country or jurisdiction, to the maximum extent permitted by such applicable laws. Fabuwood’s collection of personal information shall be limited to the purposes identified by Fabuwood in this Policy or Fabuwood’s Terms of Service. You may withdraw such consent as provided in this Policy or Fabuwood’s Terms of Service, provided that pursuant to law or other reasons, there may be circumstances in which you may not withdraw your consent to the collection, processing, use, disclosure and retention of your information. In any such case of your withdrawal of consent, you acknowledge that it may require a period of time before Fabuwood fully implements your request and you may therefore still be contacted by Fabuwood for a period of time thereafter in connection with prior consent. Notwithstanding your withdrawal of any consent, Fabuwood may still subsequently contact you for other purposes that are unrelated to marketing and/or selling, including without limitation legal or regulatory purposes. Please be aware that applicable law may require or permit the collection, processing, use or retention of your information without your consent.

If Fabuwood sells or transfers all or a portion of its business, whether to an affiliate, subsidiary, related entity, third party or otherwise, or if Fabuwood enters into a consolidation, merger, sale of stock or assets, or any similar transaction or enters into bankruptcy or insolvency, you expressly agree that Fabuwood shall have the right to sell or transfer any information Fabuwood has about you. In such a case, Fabuwood shall request that all parties involved in any such

transaction conduct the collection, processing, use, disclosure and retention of your information in the same manner as Fabuwood does in this Policy.

Most Internet browsers can be set to transmit digital “Do Not Track” requests to websites and social media sites and platforms. Such sites may, but are not required to, comply with “Do Not Track” requests. At this time, Fabuwood does not respond to any digital “Do Not Track” requests.

You may at any time prevent Fabuwood from using your email address by “**opting out**” of specific mailing lists and services. To “opt out,” please send an email to Fabuwood at [unsubscribe@fabuwood.com](mailto:unsubscribe@fabuwood.com).

If you have any questions about Fabuwood’s handling or use of your personal information, please contact Fabuwood’s Information Officer at the address below:

Fabuwood Cabinetry Corp.  
99 Caven Point Road  
Jersey City, NJ 07305  
Attn: Information Officer

### **Fabuwood’s Social Media Sites**

Fabuwood maintains social media accounts and sites on independent third party websites and platforms including, without limitation, Facebook, Twitter, LinkedIn, YouTube, Google+, Instagram, Pinterest and Houzz. Your use of Fabuwood’s Social Media Sites shall be subject to all of the following: (1) this Policy; (2) Fabuwood’s Terms of Service; (3) Fabuwood’s Dealer’s Corner Terms; and (4) the terms of use, privacy policy, and all other applicable terms and conditions for each such Social Media Site and platform in effect at the time.

In addition, when you register to use social media websites and platforms in general, you are generally required to furnish profile and other information to such websites and platforms in accordance with their own internal policies. Therefore, by using Fabuwood’s Social Media Sites, you are authorizing Fabuwood to collect and retain information about you, including your profile and other information that you have disclosed to such social media websites and platforms, and other tracking information arising from your access and use of Fabuwood’s Social Media Sites. You expressly consent to Fabuwood’s collection and retention of such information in accordance with this Policy, Fabuwood’s Terms of Service and Dealer’s Corner Terms.

### **Registration and Passwords**

Access to many pages on the Website, including the Dealer’s Corner, is limited to active Fabuwood dealers who have registered to use the Website. In order to register, you will be required to apply on the Website to become a Fabuwood dealer. Dealers are required to meet criteria established by Fabuwood, including annual sales, among others. Fabuwood reserves the exclusive right to establish and/or change these criteria from time to time and without notice to you. Once you are approved by Fabuwood as a dealer, you will receive a unique username and

password in order to access the Dealer's Corner. You will not distribute to or share your username or your password with others. You are solely responsible for maintaining the confidentiality of your username and your password. You will be responsible for all consequences and damages arising from all uses of your registration, whether or not authorized by you. You agree to notify Fabuwood immediately of any unauthorized use of your registration, username or password.

### **Credit Card Processing and Security**

We have taken numerous steps to ensure that your payment information is processed confidentially, accurately, and securely.

Fabuwood seeks to make your shopping experience safe. If unauthorized charges are made on your credit card as a result of shopping or submitting an order at the Website, we will reimburse you for any fraudulent charges not covered by your credit card issuer. The Fair Credit Billing Act prohibits your credit card company from holding you responsible for more than fifty dollars (\$50) of fraudulent credit card charges if you are a victim of credit card fraud.

To make sure you receive optimum protection when ordering from Fabuwood's Sites, we recommend using the latest version of your internet browser software and checking for and downloading security updates. Please also note that email is not a secure method of communication. Accordingly, Fabuwood asks you not to send your credit card information, checking information or other personal information to us through email. If you prefer, you may place your order by telephone. Simply call Fabuwood at (201) 432-6555. To further protect your information, we utilize state of the art back-end systems and restrict employee access to your information.

To determine whether your browser is in secure mode, you may confirm that a "lock" or a "key" icon is displayed in the lower left-hand corner of your browser window. You can also confirm this by looking at the URL bar on top of your browser. This line will typically show the first characters as "https" when a secure connection has been established rather than "http" which indicates a connection that is not secure.

Fabuwood wants you to feel completely comfortable. If you have more questions about the security systems that Fabuwood has in place, feel more comfortable ordering by telephone, please call (201) 432-6555 and we will be happy to help you.

### **Mobile Device Users of Fabuwood's Sites**

You can access and use Fabuwood's Sites with virtually any mobile communications device (such as a tablet, smartphone, or wearable device) that has an Internet browser application or a software application. However, you may not be able to access or use Fabuwood's Sites unless you subscribe or have access to a mobile telecommunications network. You are solely responsible to pay any service and/or telecommunications provider fees for mobile Internet access to Fabuwood's Sites (including all applicable text messaging fees and data and other charges). Fabuwood is not responsible for any technical or other difficulties that you may

experience when you use a mobile device or mobile communications network to access Fabuwood's Sites.

Many mobile devices allow a user to control and disable Cookies and other privacy settings. Please refer to the instructions for your mobile device for additional information.

Some of the features of Fabuwood's Sites may not be available or accessible when you view Fabuwood's Sites using a mobile device. You understand that Fabuwood is providing its Sites to you on an "as is" basis.

### **Risks**

Fabuwood strives to protect the personal information, confidentiality, and privacy of each user. However, Fabuwood cannot and does not guarantee the security of any personally identifiable information or Content that you disclose online or submit to Fabuwood (via Fabuwood's Sites or otherwise), and you do so solely at your own risk.

You acknowledge that you are aware of security and privacy limitations including but not limited to: (1) the global accessibility of Fabuwood's Sites on the Internet; (2) the technological limitations of security, privacy, and authentication measures and features on Internet sites and specifically, on Fabuwood's Sites; (3) the risk that data or information is transmitted to or from Fabuwood's Sites may be subject to eavesdropping, sniffing, spoofing, forgery, spamming, "impostering", tampering, breaking passwords, harassment, fraud, electronic trespassing, hacking, denial of service attacks, nuking, system contamination (including viruses, malware, worms, and Trojan horses) causing unauthorized, damaging, or harmful access to and/or retrieval of information and data on your computer or network; (4) the risk that data or information on any of Fabuwood's Sites may be subject to other security or privacy hazards, may not reach its destination, or may reach an erroneous address or recipient; (5) unauthorized access by third parties; and (6) the content or the privacy policies of websites and social media websites and platforms to which Fabuwood may link or be linked.

### **Children**

Fabuwood is committed to the safety of children and to protecting the online privacy of children. Fabuwood does not request or knowingly collect any personal information from children under the age of thirteen (13). If Fabuwood becomes aware that a child under the age of 13 has provided personal information to the Sites, Fabuwood shall take reasonable measures to delete all such personal information prior to the public posting of such child's personal information and further, Fabuwood shall delete all such information from Fabuwood's stored records; provided, however, that in instances in which Fabuwood collects a persistent identifier and no other personal information, Fabuwood may use such identifier solely to provide support for the internal operations of the Sites. Children under the age of eighteen (18) may not use the Website. Fabuwood is not able to prohibit minors from visiting Fabuwood's Sites. Fabuwood relies on the parents and guardians of children to monitor their children's access and use of the Internet, including Fabuwood's Sites.

## **Your California Privacy Rights**

Annually, California residents may request and obtain personal information that Fabuwood has shared with third parties for such third parties' direct marketing purposes within the prior calendar year (as defined by California Civil Code § 1798.83, commonly known as California's "Shine the Light Law"). If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which Fabuwood shared this information in the immediately preceding calendar year. To obtain this information, please send an email message to [info@fabuwood.com](mailto:info@fabuwood.com) with the words "California Shine the Light Privacy Request" in the subject line as well as in the body of your message. Fabuwood will then furnish the requested information to that email address.

## **Law Enforcement**

Fabuwood fully cooperates with law enforcement personnel and agencies in identifying those who use our services for illegal activities. Fabuwood reserves the right to release information to law enforcement agencies about a user in the following instances: (1) whenever Fabuwood believes that the user is in violation of this Policy, (2) as required by law, (3) when the user is engaging in any activities that Fabuwood in its sole discretion believes to be unlawful and the identity of those who may be responsible, (4) whenever Fabuwood believes disclosure is necessary to prevent physical harm or financial loss, or (5) in connection with an investigation of suspected or actual illegal activity.

## **General Legal Terms**

You and Fabuwood have agreed to this Policy within the State of New Jersey, for all purposes. All products and services that are furnished to you on (or through) the Fabuwood's Sites are deemed to be furnished by Fabuwood to you within the State of New Jersey.

All disputes arising out of, under, or in connection with this Policy (including without limitation, their validity, interpretation, performance, or breach) will be adjudicated exclusively in the United States District Court for the District of New Jersey located in Newark, New Jersey or in the state courts located in (or having jurisdiction over) Hudson County, New Jersey. You expressly consent to the exclusive jurisdiction of such courts over you. You expressly waive any claim of *forum non conveniens*. You agree to reimburse Fabuwood for its reasonable legal and professional fees and expenses of instituting or defending a lawsuit against (or by) you. This Policy and its validity and effect will be interpreted under, and governed by, the substantive laws of New York, without regard to principles of conflicts of laws or statutes.

This Policy and any other operating rules or terms posted on Fabuwood's Sites, including, without limitation, the Terms of Service and Fabuwood's Dealer's Corner Terms constitute the entire agreement between Fabuwood and you, and supersede all previous written or oral agreements between Fabuwood and you. No action or inaction by Fabuwood may be construed as a waiver of this Policy or any part thereof. If any of the provisions of this Policy are held to be

unenforceable by a court having competent jurisdiction, the remainder of this Policy will continue in full force and effect.

Copyright © 2016 by Fabuwood Cabinetry Corp. All Content contained in and on Fabuwood's Sites is intellectual property belonging exclusively to Fabuwood and/or their respective owners, and is protected by federal and state copyright and other laws and international laws and treaties. Any copying, republication, redistribution or public performance of the Content is strictly prohibited. Fabuwood enforces its copyright, trademark, and other legal rights and interests to the maximum extent permitted under the law. All rights of Fabuwood are expressly reserved.