

PRIVACY POLICY

I. Introduction

Welcome and thank you for visiting our website and reviewing our Privacy Policy. Holualoa Companies (hereafter "Holualoa") is committed to protecting your privacy. We have developed this Privacy Policy to inform you about our privacy practices for the Holualoa website (hereafter our "site"). This Privacy Policy covers what information we collect from you when you visit our site, how we use it, and under what circumstances we disclose it to third parties.

II. Acceptance of This Privacy Policy

A. *Your Acceptance of This Privacy Policy*

By visiting our site, you are accepting the practices described in this Privacy Policy. **IF YOU DO NOT AGREE WITH OR WISH NOT TO BE BOUND BY THIS PRIVACY POLICY, YOU SHOULD NOT VISIT OUR SITE.**

B. *Amendments to this Privacy Policy*

From time to time, it may be necessary for Holualoa to amend this Privacy Policy. You should regularly review this Privacy Policy so that you will be aware of any changes. If we make any substantial changes in the way we use your personal information, we will notify you by posting an announcement on our website. **YOU ARE HEREBY ADVISED THAT YOUR CONTINUED USE OF OUR SITE MEANS THAT YOU ACCEPT ANY AMENDMENTS TO THIS PRIVACY POLICY.**

III. Contact Information

If you have questions about this Privacy Policy or your acceptance of it, please contact:

Holualoa Companies

Email: TellMeMore@Holualoa.com

IV. What This Privacy Policy Applies To

A. *Applies Only to Personal Information Collected On Our Site*

This Privacy Policy applies only to personal information collected on our site and not to personal information you provide through any other means.

B. *Applies Only to the Conduct of Holualoa*

This Privacy Policy applies only to the conduct of Holualoa in relation to our site and not the practices of individuals or entities over which Holualoa has no control and/or does not employ or

manage.

C. Does Not Apply to Third-Party Websites

Third-party websites you connect to, directly or indirectly, through our site are not under Holualoa's control, or employ or management, and are subject to their own privacy policies, if any, rather than this Privacy Policy. For more information about linking to third party websites through our site, please see our Terms and Conditions of Use at the bottom of this Privacy Policy

V. Information Holualoa Collects and How It Is Used

A. Information You Provide

In order to allow you to take advantage of all of our site's features, Holualoa may need to collect personal information from you. The type of information Holualoa collects on our site depends upon what you do when you visit our site. For instance, if you wish to receive additional information on our properties, you may need to provide your e-mail address. We do not share personal information with third parties not related or affiliated to Holualoa without your consent. If we plan to share your personal information with a third party, you will be notified of this at the time we collect the information, and you will have the opportunity to opt out of such use of your personal information.

Please be advised, however, that we reserve the right to disclose any personal information about you without your prior consent if we have a good faith belief that such disclosure is necessary to: (1) conform to legal requirements or comply with a valid legal process, such as a search warrant, subpoena, or court order; (2) protect our rights or property; (3) enforce the provisions of our Terms and Conditions of Use; or (4) prevent harm to you or others.

It is not necessary for you to provide personal information merely to visit our site, but access to certain portions of our site may be inaccessible to you.

B. Aggregate Information Holualoa Collects Automatically

Holualoa may also collect certain types of aggregate information automatically whenever you access and use our site. However, this information is aggregate in nature and is not by itself personally identifiable. Examples of aggregate information include: (1) the Internet protocol (IP) address of the computer you are using; (2) the date and time you access our site; and (3) the Internet address of the website from which you linked directly to our site. We may use this aggregate information to make sure that our website provides you with the resources you need and the level of quality you expect. For example, information about the sections of our site that people visit most frequently and least frequently helps us decide which features website users find most useful. Holualoa may sometimes share with third parties certain aggregate information. However, this information is not personally identifiable in any way and consists of facts such as the average numbers of visitors to our site per day and the most popular sections of our site.

C. Cookies

Cookies are pieces of information that are transferred to your computer's hard drive through your Web browser for record-keeping purposes. We do not use cookies on our site.

VI. Security Measures Holualoa Uses to Protect Personal Information

We know that when you provide us with personal information, you are trusting us to use reasonable efforts to keep it safe from unauthorized intrusion. We take reasonable steps, through the use of security software and protocols, to ensure that your personal information is safe. However, it is technologically impossible to guarantee that information will never be accessed by unauthorized persons.

VII. International Users

Access to our site from locations in which the jurisdiction does not give full effect to all provisions of this Privacy Policy and our Terms and Conditions of Use is prohibited. **IF YOU ACCESS OUR SITE FROM A LOCATION OUTSIDE THE UNITED STATES, YOU DO SO AT YOUR OWN RISK AND YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL AND/OR INTERNATIONAL LAWS.**

VIII. What To Do About Violations of This Privacy Policy

If at any time you believe Holualoa has not adhered to the principles set forth in this Privacy Policy, please contact us (see Section III above for contact information) to explain the situation. We will make all commercially reasonable efforts to promptly address your concerns.

IX. Applicable Law

By visiting our website, even if accessed from a location outside the United States, you agree that the laws of the State of Arizona, without regard to conflict of law principles, will govern this Privacy Policy, our Terms and Conditions of Use, and any dispute of any sort that might arise between you and Holualoa and its officers, directors, partners, affiliates, subsidiaries, employees, agents, or suppliers. By using our website, you agree to submit to the exclusive jurisdiction of the state and federal courts located in the city of Tucson, State of Arizona, for all disputes and issues regarding this Privacy Policy, your use of our site, and your compliance with our Terms and Conditions of Use.

Date Last Modified: December 1, 2004

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Terms and Conditions of Use

I. Introduction

Welcome and thank you for visiting our website and reviewing our Terms and Conditions of Use. Holualoa Companies (hereafter "Holualoa") makes our site, including all information, data, software, photographs, graphs, videos, typefaces, music, sounds, documents, catalogs, communications, files, text, graphics, computer aided designs, HTML code, source code, and any other code used to generate any

portion of our website, and other material (collectively "Materials") available for your use subject to these Terms and Conditions of Use.

II. Acceptance of Terms and Conditions of Use

BY ACCESSING, USING, OR DOWNLOADING IN ANY WAY, WITHOUT LIMITATION, ANY MATERIALS FROM OUR SITE OR MERELY BROWSING OUR SITE, YOU AGREE TO AND ARE BOUND BY THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE WITH OR WISH NOT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE, YOU SHOULD NOT USE OUR WEBSITE.

These Terms and Conditions of Use and our Privacy Policy constitute the entire understanding between you and Holualoa regarding your relationship with us and supersede any and all other prior or concurrent oral or written letters, agreements, or understandings related to your use of our site. Holualoa reserves the right to change these Terms and Conditions of Use at any time, without prior notice to any visitor. Your use of our website will be subject to the most current version of our Terms and Conditions of Use posted on our site at the time of use. You should check these Terms and Conditions of Use periodically for changes.

YOU ARE HEREBY ADVISED THAT YOUR CONTINUED USE OF OUR SITE MEANS THAT YOU ACCEPT ANY POSTED AMENDMENTS TO THESE TERMS AND CONDITIONS OF USE.

If you breach any of the Terms and Conditions of Use, your authorization to use our site automatically terminates, and any of the Materials downloaded or printed from our site must be immediately destroyed.

III. Contact Information

If you have questions about these Terms and Conditions of Use or your acceptance of them, please contact:

Holualoa Companies

Email: TellMeMore@Holualoa.com

IV. Privacy and Protection of Personal Information

Please see our Privacy Policy relating to the collection and use of your information.

V. Personal and Non-Commercial Use Limitation

Unless otherwise specified, the Materials on our site are for your personal and non-commercial use. In the absence of Holualoa's express prior written consent, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Materials obtained from our site.

VI. Ownership of Materials by Holualoa

You acknowledge that our site contains Materials protected by copyright, trademark, trade secret, or other proprietary rights, and that these rights are valid and protected by Holualoa in all forms, media, and technologies existing now or hereinafter developed. All Materials capable of copyright protection are copyrighted under the U.S. copyright laws, and Holualoa owns a copyright in the selection, coordination, arrangement, and enhancement of such Materials. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Materials, in whole or in part. If no specific restrictions are

displayed, you may make a single copy or select portions of the Materials, provided that the copies are made only for your personal use and that you maintain any notices contained in the Materials, such as copyright notices, trademark legends, or other proprietary rights notices. Except as permitted in the preceding sentence or as permitted by the fair use privilege under the U.S. copyright laws (see, e.g., 17 U.S.C. Section 107), you may not upload, post, reproduce, or distribute in any way Materials protected by copyright, or other proprietary rights, without obtaining express advance written permission of Holualoa or the owner of the copyright or other proprietary right.

Unless otherwise stated, graphics, logos, service marks, and trade names on our website are owned and protected by Holualoa under federal trademark law or common law and may not be used in connection with any product or service that is not Holualoa's, in any manner that is likely to cause confusion among consumers, or in any manner that disparages, dilutes, or discredits Holualoa. Any graphics, logos, service marks, or trade names not owned by Holualoa that appear on our site are the property of their respective owners.

Nothing contained on our site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our Materials without the written permission of Holualoa.

VII. Notice and Procedure for Making Claims of Copyright Infringement

The following provisions are made pursuant to Title 17, United States Code, Section 512(c)(2).

Holualoa respects the intellectual property of others. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on our site, please provide Holualoa's Copyright Agent (provided below) a Notice containing the following elements:

1. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
2. A description of the copyrighted work or works that you claim have been infringed and identification of what material in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
3. A description of where the material that you claim is infringing is located on the Holualoa website;
4. Information sufficient to permit Holualoa to contact you, such as your physical address, telephone number, and e-mail address;
5. A statement by you that you have a good faith belief that the use of the material identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you that the information in your Notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Holualoa's Copyright Agent for Notice of claims of copyright infringement can be reached as follows:

Holualoa Companies
Email: TellMeMore@Holualoa.com

Holualoa's Copyright Agent should be contacted only if you believe your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on our site. ALL OTHER INQUIRIES DIRECTED TO THE COPYRIGHT AGENT WILL NOT BE ANSWERED. Such inquires should be directed to the contact person provided above under Section III.

If a third party has wrongfully filed a copyright infringement Notice with Holualoa against you, and your access to the allegedly infringing material has been disabled, you have the right to provide our Copyright Agent with a Counter Notification. A Counter Notification must include the following elements:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
4. Your name, address, telephone number, and email address, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who provided notification or an agent of such person.

VIII. Online Conduct

You agree to use our website only for lawful purposes. Unacceptable uses of our site include without limitation: (i) engaging in any illegal activity or the planning of any illegal activity; (ii) disseminating or transmitting statements, other content, or Materials that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) creating, disseminating or transmitting files, graphics, software, other content, or Material that actually or potentially infringes the copyright, trademark, patent, trade secret, publicity or other intellectual property rights of any person; (iv) creating a false identity or otherwise attempting to mislead any person as to the identity or origin of any communication; (v) exporting, re-exporting or permitting the downloading of any message, software, other content, or Material in violation of any export or import law, regulation, or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (vi) interfering, disrupting, or attempting to gain unauthorized access to other accounts on our site or any other computer network; (vii) disseminating or transmitting viruses, worms, trojan horses, time bombs, cancelbots, or any other malicious or invasive code or program; or (viii) engaging in any other activity deemed by Holualoa to be in conflict with the spirit or intent of our site.

IX. Links to Other Websites

Our site contains several links to other websites. Holualoa and its officers, directors, partners, affiliates, subsidiaries, employees, agents, or suppliers are neither responsible for nor make any representation or warranty with regard to the content, privacy policies, products, services, reliability, viewpoint, or accuracy of information on such websites. Our

Terms and Conditions of Use and Privacy Policy apply only to our site. Visitors to other websites are encouraged to examine the privacy policies and/or terms and conditions of use of those websites. **ANY LINKS TO OTHER WEBSITES ARE PROVIDED ONLY AS A CONVENIENCE, AND YOU ACCESS ANY SUCH SITE AT YOUR OWN RISK.**

X. Disclaimer of Warranties, Limitation of Liability, and Indemnification

A. Disclaimer of Warranties

OUR SITE IS PROVIDED BY HOLUALOA ON AN "AS IS" AND "AS AVAILABLE" BASIS. HOLUALOA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON OUR SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HOLUALOA OR THROUGH OR FROM OUR SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS OF USE OR IN A CONTRACT FOR THE PURCHASE OF HOLUALOA PRODUCTS. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, HOLUALOA DISCLAIMS ALL WARRANTIES RELATED TO THE OPERATION OF OUR SITE OR THE INFORMATION, CONTENT OR MATERIALS ON IT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOLUALOA DOES NOT WARRANT THAT OUR SITE, ITS SERVERS, MATERIALS, OR E-MAIL SENT FROM HOLUALOA ARE FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS.

B. Limitation of Liability

IN NO EVENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL HOLUALOA, ITS OFFICERS, DIRECTORS, PARTNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT HOLUALOA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE OUR SITE OR MATERIALS, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH OUR SITE, ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE OR LOSS OF DATA, FILES, OR OTHER CONTENT, ANY SERVICES AVAILABLE THROUGH OUR SITE THAT ARE DELAYED OR INTERRUPTED, OR ANY WEBSITE REFERENCED OR LINKED TO FROM OUR SITE.

OUR SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES. OR TYPOGRAPHICAL ERRORS. HOLUALOA

MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT OUR SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE TO ANY VISITOR. THE MATERIALS OR SERVICES AT OUR SITE MAY BE OUT OF DATE, AND HOLUALOA MAKES NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER USE OF ANY MATERIALS THROUGH OUR SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. HOLUALOA ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS, WORM, OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM OUR SITE OR IN CONNECTION WITH ANY SERVICES OR MATERIALS OFFERED THROUGH OUR SITE. HOLUALOA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF OUR SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages. Accordingly, some of the limitations and exclusions set forth above may not apply to you.

C. Indemnification

YOU AGREE TO INDEMNIFY AND HOLD HOLUALOA, AND ITS OFFICERS, DIRECTORS, PARTNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS, AND SUPPLIERS, HARMLESS FROM ANY LIABILITY, LOSS, CLAIM AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR VIOLATION OR ALLEGED VIOLATION OF THESE TERMS AND CONDITIONS OF USE OF OUR SITE.

XI. Severability

If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions of Use, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and Conditions of Use, and the remainder of these Terms and Conditions of Use shall continue in full force and effect.

XII. Headings

The headings in these Terms and Conditions of Use are included solely for convenience and will not limit or otherwise affect these Terms and Conditions of Use or any interpretation thereof.

XIII. Termination

These Terms and Conditions of Use are effective until terminated by either party. You may terminate these Terms and Conditions of Use at any time by discontinuing use of our website and destroying all Materials

obtained from our site and all copies thereof, whether made under these Terms and Conditions of Use or otherwise. **YOUR ACCESS TO OUR WEBSITE MAY BE TERMINATED IMMEDIATELY WITHOUT NOTICE FROM HOLUALOA IF IN OUR SOLE DISCRETION YOU FAIL TO COMPLY WITH ANY TERM, CONDITION, OR PROVISION OF THESE TERMS AND CONDITIONS OF USE, OR IF HOLUALOA BELIEVES, IN ITS SOLE DISCRETION, THAT YOUR USE IS IN VIOLATION OF ANY APPLICABLE LAW, INHIBITS OR RESTRICTS THE ABILITY OF OTHER USERS TO USE OR ENJOY OUR SITE, OR OTHERWISE CONSTITUTES AN UNACCEPTABLE USE OF OUR SITE.** Upon termination, you must cease use of our website and destroy all Materials obtained from our site and all copies thereof, whether made under these Terms and Conditions of Use or otherwise.

XIV. Non-Transferability

Your right to use our site is NOT transferable.

XV. Applicable Law

By visiting our website, even if accessed from a location outside the United States, you agree that the laws of the State of Arizona, without regard to conflict of law principles, will govern these Terms and Conditions of Use, our Privacy Policy, and any dispute of any sort that might arise between you and Holualoa and its officers, directors, partners, affiliates, subsidiaries, employees, agents, or suppliers. By using our website, you agree to submit to the exclusive jurisdiction of the state and federal courts located in the city of Tucson, State of Arizona, for all disputes and issues regarding your use of our site, our Privacy Policy and your compliance with these Terms and Conditions of Use.

XVI. International Users

Our website can be accessed from locations around the world. Holualoa makes no representations that our site or the Materials available through it are appropriate for use at other locations outside the United States. Access to our site from locations where our site or any of its Materials are illegal or where the jurisdiction does not give effect to all provisions of these Terms and Conditions of Use and our Privacy Policy is prohibited. If you access our site from a location outside the United States, you do so at your own risk and you are responsible for compliance with all local and/or international laws.

XVII. Security

Holualoa reserves the right to monitor all network traffic to our site to identify and/or block unauthorized attempts or intrusions to upload or change information or cause damage to our site in any fashion. Anyone using our site expressly consents to such monitoring by using our site.

DATE LAST MODIFIED: DECEMBER 1, 2004

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