

TERMS OF SERVICE

WEBSITE TERMS OF USE

The Effective Date of these Terms of Use is September 21, 2018.

The website <http://lightglasslighting.com>

Lightglasslighting.com (identified herein as the “Site”) and the web pages thereof are owned and operated by Luxtech, LLC, a Pennsylvania corporation (“Luxtech” or “we”). Please read the following sections carefully, as they contain the terms and provisions governing your use (the “Terms of Use”) of the Site. Additionally, you should review our [Privacy Policy](#). Inquiries or concerns regarding these Terms of Use or the Privacy Policy may be sent by any of the following: via e-mail to info@Luxtechled.com or by mail to Website Inquiries, Luxtech, 325 Chestnut Street, Suite 1212, Philadelphia, PA 19106, (215) 494-3333.

PLEASE READ THE FOLLOWING TERMS OF USE AND THE PRIVACY POLICY CAREFULLY BEFORE USING THE SITE. BY USING THE SITE, YOU SIGNIFY YOU AGREE TO BOTH THE TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT AGREE TO BOTH THE TERMS OF USE AND THE PRIVACY POLICY, YOU MAY NOT USE THE SITE.

TERMS OF AGREEMENT

The Terms of Use and Privacy Policy constitute a legally binding agreement (the “Agreement”) between you (“you” or the “User”) and Luxtech. Luxtech has the right to modify this Agreement or these Terms of Use at any time. Changes in these Terms of Use may be posted on this page, without other written, verbal, or electronic communication. Every time the User uses the Site, the User is agreeing to the then-current Terms of Use.

USER REGISTRATION

You may be required to register in order to access certain features of the Site. You will choose a user name and a password through Site's registration process. You are responsible for keeping your user name and password confidential. You are responsible for all activities (whether by you or by others) that occur under your password and account. You agree to notify us immediately of any unauthorized uses of your account or any other breach of security. Luxtech cannot and will not be liable for any loss or damage arising from your failure to keep your account information protected.

By registering on the Site, you represent and warrant that your information is true and accurate to the best of your knowledge. You agree not to submit false information such as name, address, and/or telephone number when registering on the Site. By registering with the Site, you consent to receive periodic communication from Luxtech by e-mail regarding the status of your account or other information associated with your account. For more information in how Luxtech may use the information you provide during registration, please see the [Privacy Policy](#).

INTELLECTUAL PROPERTY RIGHTS

The Site and all materials available on it are the property of Luxtech, its licensors, or its users and are protected by copyright, trademark and other intellectual property laws. You may not use the contents of the Site in any manner or for any purpose that would constitute infringement of Luxtech's, our licensors', or our users' intellectual property rights. You may download and/or print one copy of individual pages of the Site or documents available for download for your personal use and records.

PROHIBITED ACTIVITIES

The following activities are expressly prohibited from the Site:

- a. Creating a username in violation of anyone's trade secret, copyright, or other intellectual property right.
- b. Creating a username that contains offensive content. Offensive content may include, but is not limited to, obscene language, obscene references, threatening or harassing messages, or defamatory statements.
- c. Engaging in activity that compromises the Site. Such activity may include, but is not limited to hacking, IP attacks, worms, viruses, spamming, phishing, cancel bots, Trojan horses, and mail bombing or crashing.
- d. Engaging in any activity designed to impede the use of the Site by other users, including overloading and flooding.
- e. Framing or deep linking into the Site.
- f. Accessing the Site by means of automated process, spiders, bots or similar device.

USER SUSPENSION AND/OR TERMINATION

Luxtech may cancel or terminate the User's right to access or use any part of the Site at any time without notice. The User agrees that a breach of any of the terms in this Agreement may result in the immediate termination of the User's account and/or give rise to civil action against the User. The disclaimers herein and all restrictions on the User regarding information downloaded or obtained from the Site shall survive any cancellation or termination of the User's right to use the Site.

LINKS TO THIRD PARTY SITES

Any links to other websites not owned or operated by Luxtech are provided solely as a convenience for the User. Luxtech's listing of any third party does not create a partnership or affiliation with the third party. Luxtech's listing of any third parties does not constitute sponsorship or endorsement of these professionals or service providers. The User shall make a competent consumer decision before employing the services of any listed third party professional or service provider. The User bears all risk associated with the employing of any third party and obtaining their goods or services.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Site, you warrant to Luxtech that you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites.

WARRANTY DISCLAIMER

THE INFORMATION INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. Luxtech AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

LUXTECH AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, PRODUCTS OR SERVICES DESCRIBED, OFFERED OR OBTAINED THROUGH THE SITE. ALL SUCH

INFORMATION, PRODUCTS OR SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. THIS INCLUDES ANY LISTING OF ANY THIRD PARTY GOODS OR SERVICE PROVIDER INCLUDED IN THE SITE. ANY THIRD PARTY GOODS OR SERVICE PROVIDER IS SUPPLIED AS A CONVENIENCE TO THE USER AND LISTING DOES NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. Luxtech AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO ANY INFORMATION, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

IN NO EVENT SHALL LUXTECH AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Luxtech OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

USER INDEMNIFICATION

You agree to indemnify Luxtech and its affiliates, employees, agents, representatives and third party service providers and defend and hold each of them harmless, from any and all claims, demands, actions, suits, liability, losses, damages, fines, penalties and expenses, whether based on warranty, contract, negligence, strict liability or otherwise, that may arise from any of your acts through the use of the Site. Such acts may include but are not limited to: submissions, unauthorized use of material obtained through the Site or breach of this Agreement.

GENERAL

To the maximum extent permitted by law, this Agreement is governed by the laws of the State of Pennsylvania and you hereby consent to the exclusive jurisdiction and venue of the Federal District Court of Pennsylvania in all disputes arising out of or relating to the use of the Site.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Luxtech as a result of this Agreement or use of the Site.

Luxtech's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Luxtech's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Luxtech with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable

provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between User and Luxtech with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between User and Luxtech with respect to the Site.

COPYRIGHT COMPLAINTS

Luxtech respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Luxtech's copyright agent with the following information.

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. Description of the copyrighted work that you claim has been infringed;
- c. The location of the material that you claim is infringing is located on the Site;
- d. Your address, telephone number and e-mail address;
- e. A statement that your claim of infringement is based on a good faith belief;

and

- f. A statement made under penalty of perjury, that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Luxtech's copyright agent for notice of claims of copyright infringement on the Site can be reached as follows: webmaster@Luxtech.com