



(<http://lumenture.com/terms-of-service/>)

Terms of Service

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OVERVIEW

This website is operated by Lumenture, Inc. (“Lumenture”). Lumenture offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service,” “Terms”), including those additional terms, conditions, and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including, without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content.

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

The following terminology applies to these Terms of Service: “client,” “you” and “your” refer to you, the person accessing this website and accepting the Company’s terms and conditions. “The Company,” “ourselves,” “we,” “our” and

“us” refer to Lumenture. “Party,” “parties” or “us” refer to both the client and Lumenture, or either the client or Lumenture. Any use of the above terminology, or other words in the singular, plural, capitalized and/or “he/she” or “they” are taken as interchangeable and therefore as referring to the same.

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You must not:

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Sell, rent or sublicense material from <http://www.lumenture.com>.

Reproduce, duplicate or copy material from <http://www.lumenture.com>.

Redistribute content from Lumenture (unless content is specifically made for redistribution, such as specification sheets and installation instructions).

HYPERLINKING TO OUR CONTENT

The following organizations may link to our Web site without prior written approval:

Government agencies

Search engines

News organizations

(<http://www.lumenture.com/terms-of-service/>)

Online directory distributors; when they list us in the directory they may link to our website in the same manner as they hyperlink to the Web sites of other listed businesses; and these organizations may link to our home page, to publications or to other website information, so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve, at our sole discretion, other link requests.

RESERVATION OF RIGHTS

We reserve the right at any time and in our sole discretion to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon such request.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the service that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information at any time without prior notice.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame,

slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the service or any related website, other websites, or the internet. We reserve the right to terminate your use of the service or any related website for carrying out any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided “as is” and “as available” for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Lumenture, our directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not

allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. (<https://lumenture.com/terms-of-service/>)

INDEMNIFICATION

You agree to indemnify, defend and hold Lumenture and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers and employees, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice, and you will remain liable for all amounts

due up to and including the date of termination; and/or accordingly, we may deny you access to our services (or any part thereof). (<https://lumenture.com/terms-of-service/>)

ENTIRE AGREEMENT

The failure of ours to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or with respect to the Service constitute the entire agreement and understanding between you and us, and govern your use of the service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the United States of America and the State of Connecticut.

ADDRESS:

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