**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE LUX SYSTEM.**

These Terms of Use (“**Terms**”) establish a legally binding contract between LUX Products Corporation (which we refer to in these Terms, together with our affiliates, as “LUX” or “we”, “us”, or “our”) and you (which we refer to in these Terms, together with other users, as “you,” “your,” “User,” or “Users”). LUX makes its web-based services, including this website, our app, our consumer and/or partner web portals, and any other software used in connection with our products, available to you subject to these Terms, including our Privacy Policy, both of which may be updated by us from time to time without prior notice. The most current version of the Terms, including our Privacy Policy, will always be available at [www.luxproducts.com/legal](http://www.luxproducts.com/legal). These Terms govern your use of this website, our app, and other software (the “LUX System”).

YOUR ACCESS AND/OR USE OF ANY COMPONENT OF THE LUX SYSTEM CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS, INCLUDING THE PRIVACY POLICY, THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, AND TERMINATION PROVISIONS BELOW. PLEASE EXIT NOW IF YOU DO NOT OR CANNOT AGREE TO THESE TERMS AND DO NOT USE THE LUX SYSTEM. It is at all times your responsibility to read the most current version of these Terms before using the LUX System. Your continued use of the LUX System constitutes your agreement to the changed Terms. You agree that these standards for notice of amendments to these Terms are reasonable.

**1. USE OF THE LUX SYSTEM**

In these Terms, for convenience we refer to the combination of web-based services that we provide, including our websites, content, and mobile apps, as the “**LUX System**”. The Lux System may consist of our websites at [www.luxproducts.com](http://www.luxproducts.com), [www.luxproproducts.com](http://www.luxproproducts.com), and other websites that we may add from time to time, as well as all other components of our web-based services. These Terms apply to your use of all components of the Lux System as that may from time to time be updated and expanded.

You understand and agree that LUX will utilize the LUX System to deliver communications from us and our partners, such as administrative messages and service announcements, and that it will not be possible to opt out of receiving these essential communications.

Should you have any questions regarding these Terms or how they may apply to you, please email us at Legal@LuxProducts.com.

**2. YOUR ACCOUNT AND USE OF THE LUX SYSTEM**

Our websites are generally accessible without registration, but it is necessary to register to use web- and mobile-enabled functionality. To register, you must provide LUX with the information requested in the registration form (“**Registration Data**”). By registering, and in consideration for your use of the LUX System, you agree to provide true, accurate, correct, and complete Registration Data. You further agree that you are at least 18 years of age, and that you will promptly update your Registration Data to maintain its accuracy. LUX reserves the right to suspend or terminate your account if LUX reasonably believes that any Registration Data is inaccurate, false, not current, or incomplete, and may refuse your continued and future use of the LUX System.

Your use of the LUX System must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software, while using the LUX System. Your ongoing use of the LUX System constitutes your covenant to us that you are entitled to provide any information you provide to us, and that you have the consent of any third parties when necessary.

**3. LUX’S PROPRIETARY RIGHTS**

All content, information, and material included in the LUX System is the property of LUX, its affiliates, and/or third-party licensors and is protected by United States and international copyright laws. No element or component of the LUX System nor any part of them, may be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way without our prior written permission, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on the LUX System or any component thereof, in whole or in part, by any means, except as expressly authorized in writing in advance by us.

The LUX System, our logos, app icons, trademarks and service marks and our other product and service names are proprietary to LUX (the “**LUX Marks**”). The general look-and-feel, appearance, layout, color scheme, and design of our websites, portals, apps and other materials are protected trade dress. Third-party trademarks, whether registered or not, that appear or are displayed on the LUX System or any component thereof are the property of their respective owners. You may not use any such trademarks, service marks, trade dress, or other indicia of origin subsisting on the LUX System without the prior written consent of LUX or the owner of the property in question.

**4. LIMITED USE LICENSE TO THE LUX SYSTEM**

LUX grants you a personal, non-exclusive and non-transferable right and license to use the LUX System, including LUX software installed in LUX thermostats, and to view and download content strictly for your internal/personal use, and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or access to the LUX System or any content. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that access the LUX System in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. You agree not to modify the LUX System, or any part thereof, in any manner or form, nor to use modified versions of the LUX System or any device, content, or software, including (without limitation) for the purpose of obtaining unauthorized access to the LUX System. You agree not to access the LUX System by any means other than through an interface provided by LUX (or its distributors or strategic partners) expressly for the purpose of accessing the LUX System.

You may not use the LUX System for any illegal purpose. You may not access our networks, computers, or the LUX System in any manner that could damage, disable, overburden, or impair them, or interfere with any other person’s use and enjoyment thereof. You may not attempt to gain unauthorized access to the LUX System.

You may not make commercial use of the LUX System, nor redistribute any content. Any hyperlink or other re-display of the information on another web site must display the linked content full-screen and not within a “frame” on the linked or other site.

**5. LINKS TO OTHER MATERIALS**

Our content and services may link you to other web sites or information, software, data, or other material on or off the Internet, including linked click-through or other advertising, or through featured or sponsored sites. We have not necessarily reviewed the material that may be reached by such links and we are not responsible for their content. The information, software, data, or other content (including opinions, claims, comments) contained in linked references are those of the companies responsible for such sites and should not be attributed to us. We do not attempt to verify the truth or accuracy of any such opinion, claim or comment, nor do we endorse or support them. We do not warrant, nor are we in any way responsible for, information, software, data, privacy policies, or other content that is outside of our control.

We may in our sole discretion disable or remove any link or to terminate any linking program at any time. However, the selection or omission of links is not intended to endorse any particular companies or products. We do not recommend or endorse any specific content, services, products, procedures, opinions, or other information that may be mentioned on or connected by hyperlink to the LUX System. If you decide to access any of the third-party sites linked through the LUX System, you do so entirely at your own risk. Similarly, to the extent content and/or services are provided to us by third parties, they are not vetted or certified by us. While we believe that such third party content and/or services will be of use to you, we do not guarantee that such third-party content or services will in fact help you achieve the results you seek.

**6. USE OF YOUR INFORMATION; COMMUNICATIONS WITH YOU**

We use information that you provide only as permitted by our Privacy Policy, your sharing authorizations, and/or applicable law.

Your access to and use of the LUX System constitutes your agreement to our Privacy Policy, which is incorporated herein by this reference.

You understand and agree that your registration for the LUX System constitutes a purchase, inquiry or application under federal and state Do-Not-Call laws, and thus creates a business relationship between you and us. Furthermore, in accordance with the Canadian Anti-Spam Legislation and similar laws, your agreement to these Terms constitutes your explicit consent to receive commercial emails from LUX and our strategic partners. From time to time, we may contact you by e-mail, SMS message, messages displayed on the LUX System, our websites, portals, or mobile apps, telephone or other methods to provide information about the LUX System or to let you know about upcoming LUX System features or promotions that might interest you. By virtue of our business relationship, neither the federal nor any state Do-Not-Call Registry precludes these communications. To the extent the contact information you provide to us includes one or more wireless devices, your provision of such information represents your permission to contact you by means of that device, and your acknowledgement and agreement that your wireless provider may charge you in connection with receipt of incoming SMS messages and calls or data usage related to use of the LUX System. Our means of contact may include the use of automated messaging equipment.

You may opt-out of the communications described in this paragraph during any time when we are actively communicating with you by changing your account settings by following the link or instructions for opting out contained within each such communication; however, if you opt out, certain features of the LUX System enabled by such means of communication may not be available to you.

**7. SYSTEM FEATURE ACKNOWLEDGEMENTS**

Devices may automatically download and install software, firmware and other updates. By registering, you agree to receive such updates.

**8. REQUIRED CONNECTIVITY**

Some portions of the LUX System require a data connection between certain devices or systems on your property and our servers. You must provide this connection at your sole expense and responsibility. LUX is not responsible for the availability of this connection or liable for any consequences that may result from the unavailability or quality of such connection and reserves the right to change the access configuration of the LUX System at any time and without prior notice to you.

Some portions of the LUX System may require a connection to your electric, water, gas, or other utilities (between you and the utilities, the utilities and us, or both). We are not responsible for the availability of these connections or liable for any consequences that may result from the unavailability or quality of such connections. You agree to allow us access to your billing and usage information from the utilities for the purpose of our providing that information to you through the LUX System.

**9. USER SUBMISSIONS**

The LUX System may permit you to submit or upload information, suggestions, ideas or inventions or any data, text, software, sounds, photographs, graphics, videos, or any other content (“**Contributions**“) to us. LUX and its designees reserve the right to remove any Contribution that violates these Terms are is otherwise, in LUX’s sole discretion, inappropriate, objectionable, or otherwise unsuitable or inconsistent with LUX’s purpose for the LUX System and services.

By submitting a Contribution, you acknowledge and agree that LUX and its strategic partners (to the extent applicable to strategic partners’ intellectual property included in the LUX System) shall have a perpetual, irrevocable, worldwide, royalty-free, fully sublicenseable and transferable right to use, reproduce, distribute, modify, adapt, publish, translate, prepare derivative works from, display and perform your Contributions for any purpose. LUX and its strategic partners shall be free to use any ideas, concepts, know-how or techniques contained in any and all Contributions for any purpose. By making a Contribution, you represent, warrant, acknowledge, and agree that you have all rights necessary to make the Contribution and grant the licenses described in these Terms and that you are not entitled to any compensation or reimbursement of any kind from LUX or its strategic partners under any circumstances or any theory for such Contribution.

If you wish to keep any such information or media private or proprietary, do not submit them to us. **You agree that you will not submit any Contributions that contain personally identifiable information.**

**10. RESTRICTIONS ON USE**

You represent, warrant, and agree that you shall not use the LUX System to:

1. upload, post, email, transmit or otherwise make available any Contribution that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable, or that may invade another’s right of privacy or publicity;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, a LUX employee or representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Contribution transmitted through the LUX System;
5. upload, post, email, transmit or otherwise make available any Contribution that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email, transmit or otherwise make available any Contribution that infringes any patent, trademark, trade secret, copyright or other proprietary rights (“**Rights**”) of any party;
7. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
8. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise damage the property of another;
9. interfere with or disrupt the LUX System, Services, or servers or networks connected to the LUX System, or disobey any requirements, procedures, policies or regulations of networks connected to the LUX System, including using any device, software or routine to bypass robot exclusion headers;
10. probe, scan, test the vulnerability of or breach the authentication measures of the LUX System;
11. intentionally or unintentionally violate any applicable local, state, national or international law or any regulations having the force of law;
12. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
13. “stalk” or otherwise harass another;
14. delete any author attributions, legal notices, or proprietary designations or labels in any Contributions;
15. use the LUX System’s communication or other features in a manner that adversely affects the availability of its resources and functions to other Users;
16. delete or revise any Contribution made by another person or entity;
17. register or attempt to register, any party from use or access to the LUX System or Services if you are not expressly authorized by such party to do so;
18. use any robot, spider, scraper, or other automated or manual means to access the LUX System, or copy any Content or other information or data from the LUX System; and/or
19. collect or store personal data about other Users in connection with the prohibited conduct and activities set forth in paragraphs above.

Any violation of these restrictions or any attempt to obtain unauthorized access or to exceed authorized access to the LUX System shall be considered a trespass and computer fraud and abuse, punishable under state and federal laws.

LUX will cooperate with local, state, federal, international and/or worldwide government authorities to protect the LUX System and services, visitors, customers, members, LUX, its parents, subsidiaries, affiliates and their respective members, directors, officers, employees, stockholders and agents and operational providers, to prevent unauthorized use of the LUX System.

**11. SECURITY**

The LUX System is designed to require users to provide a username and password to access and use the LUX System. Upon registering, you will receive a username and password. Certain other content, features, or functionalities within the LUX System may require additional access codes. Your username, password, and any other access codes assigned to you are, collectively, your “**Credentials**.”

You are solely responsible for (i) maintaining the strict confidentiality of your Credentials, (ii) not allowing another person to use your Credentials to access the LUX System, and (iii) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under your Credentials. You agree to immediately notify LUX of any unauthorized use of your Credentials or any other breach of security, and to ensure that you sign out from your account at the end of each session. Neither LUX nor its strategic partners are or will be liable for any harm arising from or relating to the theft of your Credentials, your disclosure of your Credentials, or the use of your Credentials by another person or entity.

**12. CLAIMS OF INFRINGEMENT**

LUX respects the intellectual property of others. LUX does not, however, independently confirm that all Contributions or content made available through the LUX System is provided by a valid rights holder. In the event that LUX becomes aware that a Contribution or other content published on or through the LUX System has been provided by a person who is not a valid rights holder, LUX may, in appropriate circumstances and at its discretion, disable and/or terminate the publication of such Contribution or content.

If you believe that your work has been copied or published in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, you may submit a notification pursuant to the Digital Millennium Copyright Act (“**DMCA**”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a URL and description reasonably sufficient to permit LUX to locate where the material that is claimed to be infringing can be found on the LUX System;
4. your address, telephone number and, if available, an email address where the complaining party may be contacted;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you that the above information provided by you in your notice is accurate and, under penalty of perjury, that you are the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner.

Claims of copyright or other intellectual property infringement should be sent to LUX’s Copyright Agent by mail, fax or email as follows:

By Mail:
LUX Products Corporation, Attn: Legal Department, 4747 S. Broad Street, Ste. 330, Philadelphia, PA 19112

By Email: Legal@LuxProducts.com

If your claim or notice does not include all of the above-requested information, we will not be required to comply with your request. Similarly, we will not comply with requests to remove content if you cannot prove that you own the copyright in the content in question.

Please note that you will be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that any contribution or material on the LUX System is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney who is knowledgeable in this area of the law.

**13. CHILDREN**

The LUX System can be used only by persons over 18 years of age. The LUX System is not designed or intended to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is under the age of 13.

**14. TERMINATION**

Your use of the LUX System is subject to and expressly conditioned on your compliance with these Terms. If you fail to comply with the Terms or any other guidelines and rules published by LUX or our strategic partners, your permission to use the LUX System ends automatically. We may terminate and/or suspend your access to any portion of the LUX System. Any such termination or suspension shall be in LUX’s sole discretion and may occur without prior notice, or any notice. This suspension or termination may delete information, files and other previously available content.

LUX further reserves the right to terminate or suspend any User’s access to the LUX System or to any portion of the LUX System for any conduct that LUX, in its sole discretion, believes is or may be directly or indirectly harmful to other Users, to LUX or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. LUX further reserves the right to terminate or suspend any User’s access to the LUX System, or to terminate the LUX System and/or Services in their entirety, for any reason or for no reason at all, in LUX’s sole discretion, without prior notice, and with no liability to you.

LUX may also suspend or terminate any User account for any part of the LUX System because of User inactivity. For example, an account may be terminated or suspended if a User fails to sign in to the LUX System for an extended period of time. What is considered “User inactivity” varies and shall be in LUX’s sole discretion. If your account is suspended or terminated for inactivity, your right to use the Services immediately ceases.

Upon termination, you shall immediately destroy any content in your possession, if any, and cease use of the LUX System. Further, the terms, conditions and warranties contained in these Terms that by their sense and context are intended to survive the completion of the performance, cancellation or termination of these Terms shall so survive. In addition, the terms of Sections 3, 9, 10 and 14 through 20 shall survive termination.

**15. INDEMNIFICATION**

You agree to pay directly or reimburse LUX, its parent, subsidiaries, affiliates, distributors and strategic partners and their respective members, directors, officers, employees, stockholders and agents for all losses, expenses, costs or damages (including reasonable attorneys’ fees, expert fees and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (1) your breach of these Terms, and (2) your unauthorized or unlawful use of the LUX System, services, or content, (3) the unauthorized or unlawful use of the LUX System by any other person using your Credentials, (4) any Contributions by you, and (5) any third-party actions related to or arising from your recei use of the LUX System or any portion thereof, whether authorized or unauthorized under these Terms.

**16. EXCLUSION OF WARRANTIES**

THE LUX SYSTEM AND SERVICES ARE PROVIDED “AS IS,” WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND/OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OR TRADE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, LUX AND ITS AFFILIATES, DISTRIBUTORS, AND STRATEGIC PARTNERS DISCLAIM ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE LUX SYSTEM AND/OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, LUX AND ITS AFFILIATES, DISTRIBUTORS, AND STRATEGIC PARTNERS DISCLAIM ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE LUX SYSTEM OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE LUX SYSTEM, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE LUX SYSTEM OR THROUGH ANY LINKS PROVIDED BY THE LUX SYSTEM. LUX AND ITS AFFILIATES, DISTRIBUTORS, AND STRATEGIC PARTNERS SIMILARLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE LUX SYSTEM.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LUX AND ITS AFFILIATES, DISTRIBUTORS, AND STRATEGIC PARTNERS DISCLAIM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR (1) THE ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF ANY CONTENT OR INFORMATION OR MATERIAL PROVIDED BY OR ACCESSIBLE THROUGH THE LUX SYSTEM; OR (2) THE USE OF OR INABILITY TO USE THE LUX SYSTEM; OR (3) THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL; OR (4) BREACHES OF SECURITY; OR (5) INFORMATION COMMUNICATED THROUGH MESSAGE BOARDS OR OTHER FORUMS; OR (6) ANY OTHER FAILURE TO PERFORM BY LUX, ITS AFFILIATES, DISTRIBUTORS, STRATEGIC PARTNERS OR LUX’S CONTENT PROVIDERS, OR LICENSORS.

THE LUX SYSTEM WAS DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER WE NOR ANY OF OUR LICENSORS, AFFILIATES, DISTRIBUTORS OR STRATEGIC PARTNERS MAKE ANY REPRESENTATION CONCERNING THE LUX SYSTEM WHEN USED IN ANY OTHER COUNTRY.

LUX AND ITS AFFILIATES, DISTRIBUTORS, AND STRATEGIC PARTNERS DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE LUX SYSTEM OR SERVICES, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. LUX AND ITS AFFILIATES, DISTRIBUTORS, AND STRATEGIC PARTNERS MAKE NO WARRANTY REGARDING THE RELIABILITY OR ACCESSIBILITY OF ANY DATA STORAGE FACILITIES OFFERED BY LUX, ITS AFFILIATES, DISTRIBUTORS, OR STRATEGIC PARTNERS.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE LUX SYSTEM OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL.

**17. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL LUX OR ITS LICENSORS, AFFILIATES, DISTRIBUTORS, OR STRATEGIC PARTNERS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER’S USE OR MISUSE OF, OR RELIANCE ON THE LUX SYSTEM OR SERVICES. THIS LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF LUX OR ITS LICENSORS, AFFILIATES, DISTRIBUTORS, OR STRATEGIC PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE LOSSES, AND THE COST OF OBTAINING SUBSTITUTE PRODUCTS OR SERVICES RESULTING FROM ANY SUCH DATA OR INTANGIBLE LOSS. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES, FROM INABILITY TO USE THE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE LUX SYSTEM OR SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

THESE LIMITATIONS OF LIABILITY SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE LUX SYSTEM OR SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE LUX SYSTEM OR SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE LUX SYSTEM OR SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE LUX SYSTEM OR SERVICES. SUCH LIMITATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE LUX SYSTEM OR SERVICES OR THE LUX NETWORK. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUCH LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

UNDER NO CIRCUMSTANCES SHALL LUX OR ITS LICENSORS, AFFILIATES, DISTRIBUTORS, OR STRATEGIC PARTNERS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

IF, NOTWITHSTANDING THESE LIMITATIONS OF LIABILITY, LUX OR ITS AFFILIATES, DISTRIBUTORS, OR STRATEGIC PARTNERS ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO YOU IN ANY WAY, IN NO EVENT SHALL THEIR COLLECTIVE LIABILITY EXCEED THE GREATER OF (A) THE FEES YOU HAVE PAID TO LUX, ITS AFFILIATES, DISTRIBUTORS, OR STRATEGIC PARTNERS (AS APPLICABLE) RELATING TO THE LUX SYSTEM DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING YOUR CLAIM, OR (B) ONE HUNDRED DOLLARS ($100.00). YOU AND LUX, ITS AFFILIATES, DISTRIBUTORS, AND STRATEGIC PARTNERS AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND LUX, ITS AFFILIATES, DISTRIBUTORS, AND STRATEGIC PARTNERS. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, LUX, ITS AFFILIATES, DISTRIBUTORS, AND STRATEGIC PARTNERS WOULD NOT PROVIDE THE LUX SYSTEM OR SERVICES TO YOU.

**18. NOTICES**

LUX may deliver notice to you by means of electronic mail to the e-mail address on record in LUX’s account information, or by a general notice on the LUX System, or by written communication delivered by first class U.S. mail to your address on record in LUX’s account information. You may give notice to LUX at any time via electronic mail to Legal@LuxProducts.com or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

LUX Products Corporation, Attn: Legal Department, 4747 S. Broad Street, Ste. 330, Philadelphia, PA 19112

When you use the LUX System or send e-mails to LUX, you are communicating electronically. If you communicate with LUX electronically, you consent to receive communications from LUX electronically. We will communicate with you by e-mail or through the LUX System. You agree that all agreements, notices, disclosures and other communications that LUX provides to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by LUX electronically are deemed to be given and received on the date transmitted.

**19. GENERAL LEGAL TERMS**

**Assignment:** LUX may transfer or assign this agreement, in whole or in part, in whole or in part, in its sole discretion. You may not transfer or assign your rights under these Terms without LUX’s prior written permission, which it may withhold in its sole discretion. Any attempt to transfer or assign your rights under these Terms without LUX’s permission shall be void.

**Entire Agreement:**  These Terms, including our Privacy Policy, constitutes the entire agreement between you and us relating to the LUX System and replaces any prior agreements unless such prior or subsequent agreement explicitly provides otherwise and specifically references this Agreement. If there is any conflict between this Agreement and a signed, written agreement between you and us related to the LUX System, the signed, written agreement will control.

**Third-Party Beneficiaries:** Our licensors and/or strategic partners may be third-party beneficiaries to these Terms pursuant to our agreements with them. To the extent our licensors and/or strategic partners are third-party beneficiaries to these Terms, the rights and protections provided to us hereunder inure to their benefit. There are no other third-party beneficiaries to this Agreement.

**No Agency Relationship:** Neither the Terms, the Privacy Policy, or any other policies LUX may post on the LUX System create any partnership, joint venture, employment, or other agency relationship between LUX and you. You may not enter into any contract on our behalf or bind us in any way.

**Applicable Law:** These Terms are governed by the laws of the Commonwealth of Pennsylvania, excluding its choice-of-law provisions. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT SHALL BE THE COURTS OF COMPETENT JURISDICTION LOCATED IN PHILADELPHIA, PENNSYLVANIA. YOU AND LUX EACH CONSENT TO THE PERSONAL JURISDICTION OF SUCH COURTS.

**Remedies:** Nothing in this Agreement limits either party’s ability to seek equitable relief. Furthermore, you agree that any violation, or threatened violation, by you of these Terms will cause LUX irreparable and unquantifiable harm and agree that monetary damages would be inadequate for such harm. As such, you consent to LUX obtaining injunctive or equitable relief as LUX deems necessary and appropriate. Such remedy is in addition to any other remedies available to LUX at law or in equity.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE LUX SYSTEM, OUR SERVICES, OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

This policy was updated on October 10, 2017.