

Terms and Conditions of Website

Please read the following terms and conditions ("Terms and Conditions") carefully before using this web site ("Site"). By accessing or using this Site, you agree to the following Terms and Conditions which shall constitute a legally binding agreement between you and Fidelux Lighting, LLC ("Fidelux"). You should review these terms and conditions regularly as they may change at any time at our sole discretion. If you do not agree to any term or condition, you should not access or otherwise use this Site.

1. We Provide Our Web Site for Your Convenience Only

Our Site is provided to you without charge as a convenience and for your information only. By merely providing access to our Site content, we do not warrant or represent that:

- ☐ the content is accurate or complete;
- ☐ the content is up-to-date or current;
- ☐ we have a duty to update any content;
- ☐ the content is free from technical inaccuracies or typographical errors;
- ☐ the content is free from changes caused by third party; and
- ☐ Your access to our Site will be free from interruptions, errors, computer viruses or other harmful components.

We do not assume any liability for these matters. In other words, you use our Site at your own risk. Under no circumstances, including, but not limited to, negligence, shall we be liable for any direct or indirect, special, incidental or consequential damages. This includes loss of data or profit arising out of the use or the inability to use the content of this Site, even if one of our representatives has been advised of the possibility of your damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

2. Modification of Terms

These Terms of Use may be amended by Fidelux at any time. Such amended Terms of Use shall be effective upon posting. By continuing to access or use the Web Site after such posting, you will be deemed to have accepted such amendments. You are advised to regularly review any applicable terms and conditions. Other Fidelux, LLC web sites may have their own terms of use which apply to such web sites.

Fidelux reserves the right to discontinue or make changes or updates with respect to the Web Site or the Content of the Web Site at any time without notice. Fidelux reserves the right to restrict, refuse or terminate access of any person to the Web Site or any part thereof effective immediately without notice at any time and for any reason whatsoever at its sole discretion

3. We Provide Our Web Site "As Is" and Disclaim All Warranties

Our Site, including all content, software and functions made available on or accessed through our Site, is provided "as available" and on an "as is, where is" basis. To the fullest extent permissible by law, we and any subsidiaries and affiliates make no representations or

warranties of any kind as to the content, software or functions accessed through our Site, for any products or services or links to third parties or for any breach of security associated with the transmission of sensitive information through our Site or any linked site. WE AND ANY SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, QUIET ENJOYMENT, AND QUALITY OF INFORMATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This includes loss of data or profit arising out of the use or the inability to use the content of this Web site, even if one of our representatives has been advised of the possibility of your damages. WE DO NOT WARRANT THAT ANY CONTENT, SOFTWARE OR THE FUNCTIONS ACCESSED THROUGH OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE AND ANY SUBSIDIARIES AND AFFILIATES WILL NOT BE LIABLE FOR DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES RELATED TO YOUR USE OF THE SITE. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

4. We Do Not Have Responsibility for Links to Third Party Content

We may provide hyperlinks or pointers to other web sites maintained by third parties or may provide third party content on our web site by framing or other methods. The links to third party web sites are provided for your convenience and information only. The content in any linked web sites is not under our control so we are not responsible for the content, including any further links in a third-party site. If you decide to access any of the third-party sites linked to our web site, you do this entirely at your own risk. It is up to you to take precautions to ensure that the third party you link to for your use is free of computer viruses, worms, Trojan horses and other items of a destructive nature.

5. If We Provide a Link, We Do Not Necessarily Endorse a Third Party

We reserve the right to terminate a link to a third-party web site at any time. The fact that we provide a link to a third-party web site does not mean that we endorse, adopt, authorize or sponsor that web site. It also does not mean that we are affiliated with the third-party web site's owners or sponsors.

6. If a Third-Party Links to Our Site, It Is Not an Endorsement

If a third-party links to our Site, it is not necessarily an indication of an endorsement, adoption, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our Site.

A web site that links to our Site:

- ☐ May link to, but not replicate, our content;
- ☐ May not create a browser, border environment or frame our content;
- ☐ May not imply that we are endorsing it or its products;
- ☐ Should not misrepresent its relationship with us;
- ☐ Should not present false information about our products or services; and
- ☐ Should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

7. If You Transmit or Provide Data to Us, It Is Non-Confidential

We do not want to receive confidential or proprietary information from you through our Site. If you transmit to or post on our Site any material, data, information or idea by any means, it will be treated as non-confidential and non-proprietary and Fidelux shall be free to reproduce, publish, or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, manufacture, use or sale of products incorporating such information. The sender of any information to Fidelux is fully responsible for its content, including its truthfulness, accuracy, and its non-infringement of any other person, organization, or entity's proprietary rights. Personal data provided to us will be handled in accordance with our Privacy Policy.

8. By Providing Content, We Do Not Allow You to Use Our Trademarks

The trademarks, service marks, trade names and logos used and displayed on our Site are our registered and unregistered trademarks. Nothing on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, without our written permission. We aggressively enforce our intellectual property rights. The name Fidelux or our logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our Site, without prior written permission. You may not use any metatags or any other "hidden text" utilizing the Fidelux name or trademarks without the express written consent of Fidelux LLC, (Fidelux). You are not authorized to use our logo as a hyperlink to our Site unless you obtain our written permission in advance.

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9. All Content on Our Web Site Is Copyrighted

All content included on this Site, including any materials, documents, text, designs, graphics, logos, images, audio and video ("Content") is the property of Fidelux LLC, (Fidelux) or its affiliates and suppliers, and is protected by United States and international copyright laws. The compilation of all content on this Site is the exclusive property of Fidelux LLC, (Fidelux) and protected by U.S. and international copyright laws. You may not inline, frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) without our prior express written permission.

10. You Must Obey Local Laws in Accessing Our Site

This Site is controlled by us from our offices within the United States of America. We make no representation that content or materials on the Site are appropriate or available for use in other jurisdictions. Access to our Site content or materials from jurisdictions where such access is illegal is prohibited. If you choose to access this Site from other jurisdictions, you do so, on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any violations of law. You may not use or export the materials on this Site in violation of U.S. export laws and regulations. Any claims relating to our Site and its content and materials shall be governed by the laws of the State of Connecticut without giving effect to any principles of conflicts of laws.

11. You Are Bound by Changes in these Terms and Conditions

We may at any time revise these Terms and Conditions by updating this posting. By using

our Site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current terms and conditions to which you are bound. Certain provisions of these Terms and Conditions may be superseded by other legal notices or terms located on parts of our Site.

12. You Agree to Indemnify Us for Using Our Site

You hereby jointly and severally agree to indemnify, defend and hold us and our suppliers or affiliates, and any of our or their respective officers, directors, owners, agents, employees, information providers, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs, including, without limitation, attorneys' fees and costs incurred by the Indemnified Parties in connection with any claim arising out of your use of our Site or any breach by you of these Terms and Conditions, or the purchase by you of securities, including any liabilities associated with a violation of federal or state securities laws. If the indemnity provided in this paragraph is not available or is insufficient to hold harmless the Indemnified Parties for any reason, you agree to contribute to the aggregate losses, claims and liabilities to which the Indemnified Parties may be subject in such proportion as appropriate to reflect the relative fault by you and the Indemnified Parties with respect to the activity giving rise to the indemnity claim. You will cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you will not in any event settle any such matter without our written consent.

13. Shutdown of Site

We have the sole right to shut down the Web Site or any part thereof for any reason at any time without notice or consent. We will have no responsibility or liability for failure to store or delete any Content and/or User Content submitted to the Web Site.

14. Third Parties May Have Rights under This Agreement

Some of the provisions of this agreement are for the benefit of Fidelux and its affiliates, officers, directors, employees, agents, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

15. Governing Law

These Terms and Conditions shall be construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions or your use of this Site shall be filed only in the State of Connecticut or the United States District Court for the Central District of Connecticut, to the extent subject matter jurisdiction exists therefor, and the parties irrevocably submit to the jurisdiction of such courts in respect of any such action or proceeding. The parties irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such action or proceeding in the courts of the State of Connecticut located in New Haven County or the United States District Court for the Central District of Connecticut and any claim that any such action or proceeding brought in any such court has been brought in any inconvenient forum.

16. Severability

If any provision of these Terms and Conditions of Website is held to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced

17. Miscellaneous

Our failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms and Conditions. We may change, suspend or discontinue any aspect of our Site or service at any time. Fidelux reserves the right to change system configurations, product specifications, upgrades, pricing, layouts, options and any other specifications at any time without notice. We may also impose limits or restrictions on certain services, features or content or restrict your access to parts or our entire Site without notice or liability.

We welcome your questions and comments regarding these Terms and Conditions and anything else on this Site. Please email us at: info@fidelux.com