LSI Terms of Use

LAST UPDATED: March 4, 2013

These Terms and Conditions (the “Terms”) govern your access to and use of the Lightning Source Inc. ("LSI") website located at www.lightningsource.com ("Site"), either as a guest or registered user. By accessing or using the Site, you are agreeing to these Terms of Use and that you agree you abide by them. It is important that you read carefully and understand the Terms. Do not use the Site if you are unwilling or unable to be bound by the Terms without modification.

Any references to "User", "You", or "Your" refer to you or your institution or business and all its related affiliates, agents, or employees.

Use of Lightning Source Account Site

The purpose of this Site is solely to permit you to transact business with LSI and for no other purposes. Without limitation, you shall not make any speculative, false, or fraudulent transaction or any transaction in anticipation of demand. You agree that any use of this Site shall be used only to make legitimate use or purchases for you, or for another person for whom you are legally authorized to act. You agree to abide by the terms or conditions of purchase imposed by LSI including, but not limited to, payment of all amounts when due and compliance with all rules regarding availability of products or services. Any information provided in this Site in no way alters, modifies, or supersedes any other agreement between you and LSI or any of its affiliated companies.

This Site is for your commercial use and you may not modify, publish, license, create derivative works from, transfer, or sell any information, software, or services obtained from this Site. You may copy, distribute, transmit, display, and reproduce information from this Site for internal business purposes only. You agree to not download any file that you know, or reasonably should know, cannot be legally distributed via this Site.

This Site is controlled and operated by LSI from its offices in the United States. LSI makes no representation that materials in the Site or the products are appropriate or available for use in all locations. Access to them from countries or territories where content is illegal is prohibited. Those who access this site are responsible for compliance with all applicable laws.

1. Authority

By using our Site, you represent and warrant that you are at least eighteen (18) years of age or older, are fully able and competent, and possess the legal right to enter into these Website Terms of Use and have reviewed the Privacy Policy. You agree not to assign, transfer, or sublicense your rights pursuant to this Agreement and you may not allow other members of your household or business to use this Site under your USERID and PASSWORD. You hereby agree to pay any and all charges, fees, duties, taxes, and assessments that may be incurred and be responsible for all other aspects of the usage of your USERID and PASSWORD.

2. Your Account/Registration and Security

Whenever you provide LSI with information on our Site, you agree to: (a) provide true, accurate, and complete information and (b) promptly update such information to keep it true, accurate, and complete. If you provide any information that causes LSI to suspect that the information is, untrue, inaccurate, or incomplete, LSI may without notice suspend or terminate your access to our Site and refuse any future use of our Site.

Your account information is accessible through the use of a USERID and PASSWORD assigned and/or controlled by you and the Site contains pricing, ordering, shipping, and other account information that is confidential to you. You are solely responsible for protecting your USERID and PASSWORD and hereby agree to accept all responsibility for any activity that occurs under your account with your USERID and PASSWORD. In addition, should any of your employees with access to this site leave your business/institution, you will be responsible for changing any PASSWORDS if you believe such a step is warranted. LSI is not responsible for any liability arising from any unauthorized use of this service (including without limitation from your business/institution’s or from your failure to safeguard a PASSWORD from unauthorized use). Your PASSWORD and acceptance of these Terms and Conditions provides you with authorization to enter only your business/institution’s account on this site, and you may not use the PASSWORD to gain access to any other accounts.

3. Modifications to Site or Terms

LSI reserves the right, from time to time to modify or discontinue, temporarily or permanently, the Site and any and all features and sections contained therein, with notice provided via posting to the Site, and immediately in the event of technical difficulties. LSI shall not be liable to any User or to any third party for any such modification, suspension or discontinuance. LSI may also, from time
to time, change or modify these Terms of Use without notice other than posting the amended Terms on the Site. The amended Terms
will become effective when posted on our Site. Your continued use of our Site after any changes in these Terms shall constitute your
consent to such changes.

4. Copyright and Trademark Notices
All contents of this Site are: Copyright © 2013 Lightning Source Inc. and/or its suppliers or other suppliers, 1246 Heil Quaker Blvd,
LaVergne, Tennessee 37086-3629, U.S.A. All rights reserved. Your access to and use of the Site is subject to all applicable
international, federal, state and local laws and regulations. The trademarks, logos and service marks ("Marks") displayed on the Site
are the property of LSI and other parties. Users are prohibited from using any Marks for any purpose including, but not limited to use
on other pages or sites on the World Wide Web without the written permission of LSI or such third party which may own the Marks.
All information, materials and content including any text, photographs, audio, video, illustrations and software programs made
available by LSI on or through the Site ("Content") is protected by copyright and is the property of LSI and other parties.

5. Use of Information
The name, address, and payment information (if applicable) that you provide via this Site, together with information regarding the
manner in which you use this Site, will not be processed or disclosed by LSI except as permitted by these terms of use or the Privacy
Policy. By being a user of this Site, you agree that LSI may share with other parties aggregate information, individual information, and
locator information gathered by LSI in the course of the USER’s continuing individual use of this Site. "Aggregate information" is
information that describes the habits, usage patterns, and/or demographics of users as a group, but does not describe or reveal the
identity of any particular user. "Individual information" is information about a user that is presented in a form distinguishable from
information relating to other users, but not in a form that personally identifies any user or enables the recipient to communicate
directly with any user. All rights not expressly granted to you in these Terms of Use or any other terms are reserved and retained by
LSI, its licensors, suppliers, or publishers.

6. Links to Third Party Web sites
This Site may contain links and pointers to Internet sites maintained by third parties. LSI does not operate or control any aspect or
information concerning the products or services on such third party sites. Third party links and pointers are included solely for the
convenience of users, and do not constitute any endorsement by LSI and/or its suppliers. USER assumes sole responsibility for use of
third party links and pointers.

7. Rates, Pricing, and Discounts
Rates and prices are not verified as accurate, and actual rates and prices may vary. The information supplied by this application is
believed to be accurate, but LSI and/or its suppliers do not warrant or guarantee such accuracy. LSI and/or its suppliers do not
authorize the use of this information for any other purposes, except for business use, and prohibit the resale, redistribution, and use of
this information for commercial purposes.

8. Liability Disclaimer
THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED ON THIS SITE MAY INCLUDE INACCURACIES OR
TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. LSI AND/OR ITS
SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, PRODUCTS, AND
SERVICES CONTAINED ON THIS SITE FOR ANY PURPOSE. ALL SUCH INFORMATION, PRODUCTS, AND SERVICES
ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LSI AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL
WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, PRODUCTS, AND SERVICES, INCLUDING
ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,
TITLE, AND NONINFRINGEMENT. IN NO EVENT SHALL LSI AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT,
INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY
CONNECTED WITH THE USE OF THIS SITE OR WITH THE DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY
INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS SITE, OR OTHERWISE ARISING OUT OF THE
USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF LSI
AND/OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME
STATES/JURISDICTIONS HAVE LIMITATIONS ON THE APPLICABILITY OF DISCLAIMERS OR DO NOT ALLOW THE
EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE
LIMITATIONS MAY NOT APPLY TO YOU.
9. **Indemnity**  
To the extent allowed by law, as a condition of use of this Site, the USER agrees to indemnify LSI and its suppliers from and against any and all liabilities, expenses (including attorneys fees), and damages arising out of claims resulting from USER’s use of this Site, including without limitation any claims alleging facts that if true, would constitute a breach by USER of these terms of use.

10. **General Terms**  
You may contact websupport@lightningsource.com with questions about content or functionality with this Site.

These Terms shall be deemed to include all other notices, policies, disclaimers, and other terms contained in this Site; provided, however, that in the event of a conflict between such other terms and these Terms, the terms contained herein shall control.

Use of this Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, excepting limitations in the Liability Disclaimer, including without limitation this paragraph.

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and LSI as a result of these Terms and Conditions or use of this Site. You further agree not to hold yourself out as a representative, agent, or employee of LSI, and LSI will not be liable for any representation, act, or omission by you.

If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law, 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 these Terms will continue in effect.

These Terms and Conditions constitutes the entire agreement between you and LSI with respect to this Site. A printed version of these Terms and Conditions and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records.