

TERMS & CONDITIONS

Everbright Inc . ("Company," "we," "us," or "our"), through our website (the "Website"), provides interactive resources for its users (collectively, the "Services"), including, but not limited to, the sale of our products (collectively, the "Goods," which Goods are part of and sold through the Services). The Services and the purchase of Goods are subject to the following Terms of Use (the "Terms"), which may be updated by Company from time to time.

By accessing the Website, including the content made available on the Website (the "Content," as defined in Section 1, below), and/or using the Services in any way, you are agreeing to comply with and be bound by the terms of these Terms of Use ("Terms"). In addition, these Terms, including Company's Privacy Policy, and any other policies, rules or guidelines that may be applicable to particular offers or features on the Website (collectively, the "Additional Terms") are hereby incorporated by reference into these Terms. By using or visiting the Website, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws, guidelines, and regulations governing the Website. To the extent that there is a conflict between these Terms and Additional Terms for the activity in which you choose to participate, the Additional Terms shall govern. These Terms will remain in full force and effect as long as you are a user of the Website and in the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms, including any indemnifications, warranties and limitations of liability. Should you object to any of the terms or conditions of these Terms, any guidelines, or any subsequent modifications thereto or become dissatisfied with Company or the Website in any way, you should immediately discontinue use of the Website.

YOU AGREE THAT BY USING THIS WEBSITE YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

IF YOU ARE UNDER 18 YEARS OF AGE, YOUR PARENT AND/OR GUARDIAN AGREES ON YOUR BEHALF TO ENTER INTO THIS AGREEMENT AND BE BOUND BY THESE TERMS. PLEASE REFER TO THE PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE, FOR INFORMATION REGARDING PERSONS UNDER THE AGE OF 18.

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THIS WEBSITE.

Company's sales of Goods are made pursuant to these Terms. If Company receives a Transaction order (defined below) or other document from you that limits, or purportedly limits, acceptance to its terms or states that Company's acknowledgement, shipping of Goods, commencing work on an order, or other act or failure to act constitutes acceptance of any offer on the terms of the purchase order or other document, any responding document sent by Company which expresses acceptance or confirms the order is expressly conditioned on your assent to the terms set forth herein and in such Transaction, and in such responding document. Such assent shall be deemed given when the you accept shipment of any of the Goods described in any Transaction summary or invoice. Company hereby objects to, and rejects, any term contained in your purchase order or other document if the term is different from or in addition to the terms herein.

It is your responsibility to periodically review these Terms. Nevertheless, Company reserves the right, at any time, to change the Terms by publishing notice of such changes on the Website. Any use of the Website and/or

Services by you after Company's publication of any such changes shall constitute your acceptance of these Terms, as modified. You agree that Company is permitted to access and use any other information provided by you to perform the Services, including any Personally Identifiable Information (as defined in the Company's Privacy Policy), and, if necessary, to access such information to obtain contact information in order to provide notifications relating to the Services provided to you by the Company.

1. **Licenses and Website Access**: For purposes of these Terms, "Content" includes any text, message, data, photograph, image, graphic, information, audio/video files or other material on the Website and the related trademarks, service marks, logos, insignias and other intellectual property contained therein. As between you and the Company, the Content on the Website (excluding any User Content (as defined below), is owned by or licensed to the Company, subject to copyright and other intellectual property rights under the law. Without limitation, this includes the Everbright Inc. brand name, as well as any and all Company trademarks and service marks used on or by the Website. Content also includes the "look and feel" of the Website (including its design, layout, color combinations, button shapes and other graphical elements). Content on the Website is provided to you "as is" for your information in connection with your use of the Services. Company grants you a limited, revocable, nonexclusive, non-transferable license to access the Website and Content and utilize certain Services for your own personal use only, and not to modify the Website, or any portion thereof (other than as expressly permitted by Company). Except as expressly stated in the Terms, you are not granted any right or license, by implication, estoppels, or otherwise, in or to any patent, service mark, trademark, copyright, or proprietary right of the Company or any third party, in connection with your use of the Website and any Content provided by Company or any third party on the Website. Elements of the Website, including page headers, custom graphics, logos, sounds, images and button icons, are protected by trade dress and other state and federal laws and may not be copied or imitated in whole or in part. Violation of these Terms, including without limitation modification or use of Content on the Website for any purpose other than those permitted in this Agreement, shall result in the automatic termination, without notice to you, of your license to access the Website and utilize the Services, and also may constitute the infringement of Company's copyright, service mark, trademark and/or other rights. You shall not attempt to access any other Company's systems, programs or data that are not made available for public use.

(a) **Restrictions on Use of Website**: You agree that in connection with your use of the Website, you will not do any of the following:

(b) Circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content, or enforce limitations on use of the Website or the Content.

(c) Copy, reproduce, republish, upload, post, transmit, or distribute in any way any Content without Company's written permission, other than as expressly allowed by Company.

(d) Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature.

(e) Use any data scraping, mining, robots, spiders, or similar data gathering and extraction methods within the Website or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents without the Company's prior written consent.

- (f) Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Website.
- (g) Use any meta tags or any other "hidden text" utilizing the Company's name or any substantially similar name without the Company's express written consent.
- (h) Request more than 500 pages of the Website in any twenty-four hour period, whether alone or acting in concert with a group of individuals.
- (i) Request more than 10 media or other documents available for download from the Website in any twenty-four hour period, whether alone or acting in concert with a group of individuals.
- (j) Take any action that imposes or may impose (in Company's sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure.
- (k) Duplicate or create multiple user accounts in an attempt to circumvent our security and privacy measures and policies.
- (l) "Frame" or "mirror" any part of the Website.
- (m) Provide to the Company false or incorrect Personally Identifiable Information (as defined in the Company's Privacy Policy).
- (n) Remove any copyright, trademark or other proprietary rights notices contained on the Website.
- (o) Use the Website or Content for any unlawful purpose.
- (p) Post User Content (as defined in Section 8(d), below) on or through the Website that violates the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

Post User Content on or through the Website that includes any "Prohibited Content" as defined below.

"Prohibited Content" includes, but is not limited to, any User Content that: (i) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (ii) is bigoted, hateful, or racially or otherwise offensive; (iii) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (iv) is harmful or can reasonably be expected to be harmful to any person or entity; (v) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; (vi) infringes or violates any right of a third party including right of privacy, right of publicity, copyright, patent, trademark, service mark, trade secret or other proprietary or contractual rights; (vii) is commercial, business-related or solicits or advertises or offers to sell any products or services, whether or not for profit; (viii) contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Website or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Website; (ix) does not generally pertain to the designated topic or theme of the relevant application, public forum or blog; (x) violates any specific restrictions applicable to the application, public forum or blog; or (xi) is antisocial, disruptive, or destructive, including "spamming," "flooding," and "trolling" as those terms are commonly understood and used on the Internet.

2. **Creating an Account:** You may browse the Website and view certain content without registering, but as a condition to using certain aspects of the Website, you may be required to register with Website and select a password and screen name ("User ID"). You shall provide Company with accurate, complete, and updated

registration information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your Website account. You shall not (i) select or use as a User ID a name of another person with the intent to impersonate that person; (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID a name that is otherwise illegal, offensive, vulgar or obscene. Company reserves the right to refuse registration, cancel a User ID or deny your access to the Website in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Website password. You shall never use another user's account without such other user's express written permission. You will immediately notify Company in writing of any unauthorized use of your account, or other account related security breach of which you are aware. Please read our Privacy Policy, which describes the Personally Identifiable Information we collect, use, disclose, manage and store. You will be responsible for the confidentiality and use of your User ID, and for any and all activities (including purchases, as applicable) that are conducted through your account, and agree not to transfer or resell your use of or access to the Website to any third party. We are not liable for any harm caused or related to the theft or misappropriation of your User ID, disclosure of your User ID, or your authorization of anyone else to use your User ID. If you have reason to believe that your account with us is no longer secure, you must promptly change your password by visiting Website and immediately notify us of the problem by emailing us at sales@everbrightinc.com.

3. **Limitations on Services:** You acknowledge that Company may establish limits concerning use of the Services and reserves the right at any time to modify or discontinue the Services (or any part thereof), with or without notice, including but not limited to the functionality or hours of availability, the equipment needed for its access or use, or its pricing. Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

YOU ACKNOWLEDGE THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR YOUR USE OF ANY OF THE SERVICES. You acknowledge that any limitations on Services will not be cause for a refund for any of Company's Services or products.

4. **Termination of Services:** You agree that Company, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Website immediately and without notice, for any reason, including, without limitation, if Company believes that you have acted inconsistently with the letter or spirit of the Terms. Further, you agree that Company shall not be liable to you or any third party for any termination of your access to the Website, and you agree not to attempt to use the Website after said termination.

5. **Privacy and Information Disclosure:** You acknowledge and agree that Company's [Privacy Policy](#), as contained on this Website, is incorporated herein by this reference and is thereby a part of these Terms.

6. **Ownership:**

(a) **Website Content.** This Website is owned and operated by the Company. All right, title and interest in and to the Content provided on this Website (excluding any User Content), including but not limited to information, documents, logos, graphics, sounds, page headers, button icons, service marks, trade dress, trademarks and images are owned either by Company or by third party authors, developers, or vendors and licensed to the Company ("[Third Party Providers](#)"). The Content and materials provided on or through the Website are intended to educate and inform you about the products and services offered or described on the

Website. Except as otherwise expressly provided by Company, none of the Content may be republished, reproduced, uploaded, displayed, posted, distributed, or transmitted, in any way, including without limitation on any other website or in a networked computer environment, and nothing on this Website shall be construed to confer any license under any of Company's intellectual property rights, whether by implication, estoppel, or otherwise. Subject to your compliance with these Terms, you may download copies of any Content required to be downloaded in connection with the Services you desire, and you may use such downloaded Content solely for your personal, non-commercial use, provided that you retain all copyright and other proprietary notices contained on such documents. Company cannot guarantee that technical difficulties will not occur during the download of the Content or that the Content will download successfully. You further acknowledge that you do not acquire any ownership rights by using the Website, the Content or User Content provided by any third party. Any rights not expressly granted herein to you are hereby reserved by Company.

(b) Copyrights. All Website design, graphics, and the selection and arrangement thereof, are owned by the Company. Copyright © 2017 EVERBRIGHT INC. ALL RIGHTS RESERVED.

(c) Trademarks. The Company's logo, and all images and text, and all page headers, custom graphics and button icons are service marks, trademarks and/or trade dress of Company. All other trademarks, service marks, product names and company names or logos cited herein are the property of their respective owners. The trademarks, logos, and service marks displayed on the Website (collectively the "Trademarks") are the registered and unregistered trademarks of Company, Company's licensors and suppliers, and others. Nothing contained on the Website should be construed as granting, by implication, estoppels or otherwise, any license or right to use any Trademarks without the express written permission of Company, Company's licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and Company will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

(d) User Content. Company does not claim any ownership rights in the Content that you post on or through the Website (collectively "User Content"). Company may host reviews, message boards, newsletters, blog feeds, and other forums (collectively, "Forums") found on this Website, and you may have the ability to provide or upload certain User Content. After posting your User Content to the Website, you continue to retain any such rights that you may have in your User Content, subject to the license herein. By displaying or publishing ("posting") any User Content on or through the Website, you hereby grant to Company and its designees an assignable license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such User Content solely on or through the Website or other Company websites, including without limitation distributing part or all of the User Content in any media formats and through any media channels now known or hereafter devised, in Company's sole discretion. This license shall be non-exclusive, irrevocable, fully-paid and royalty-free, sub licensable, worldwide, and perpetual. None of the User Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any User Content. If Company does decide, in its sole discretion, to attribute User Content to you, you hereby grant Company the right to use your user name with respect to such attribution, and waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your user name. Company may reject, refuse to post or delete any User Content for Forums for any or no reason, including User Content that in the sole judgment of Company violates these Terms or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. Company assumes no responsibility for monitoring the Website for

inappropriate User Content or conduct. If at any time Company chooses, in its sole discretion, to monitor the Website, Company nonetheless assumes no responsibility for the User Content, no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of the user submitting any such User Content. You are solely responsible for the User Content that you post on or through the Website, and any material or information that you transmit to other parties and for your interactions with other parties (including but not limited to Third Party Providers). Company is and shall be under no obligation to pay to user any compensation for any User Content; or to respond to any User Content.

7. **Making Purchases.** If you wish to purchase products or services described on the Website (each such purchase, a "Transaction"), you will be asked to supply certain information applicable to your Transaction, including, without limitation, information related to credit card, debit card, Paypal and/or whatever payment method is chosen by Company, as well as similar and/or other related information. You understand that any such information will be treated by Company in the manner described in our Privacy Policy. You agree that all information that you provide in connection with your purchase will be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. The sale of certain products and services may be regulated by certain state, county and city laws or regulations. You acknowledge that complying with such laws is your responsibility, and **YOU AGREE NOT TO HOLD US LIABLE FOR YOUR FAILURE TO COMPLY WITH ANY LAW OR COMPANY'S FAILURE TO NOTIFY YOU OF, OR PROPERLY APPLY, ANY LAW.** You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You agree that you will only use credit cards belonging to you or an affiliated company. You further agree that you will not attempt to conceal your identity by using multiple Internet Protocol ("IP") addresses or email addresses to use or to purchase Company products or services. You grant Company the right to provide third parties with any information you submit for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

8. **Pricing and Fees.** Prices posted on the Website represent the fees which are payable to the Company for your purchase of Goods, or use of and/or access to certain Services and/or Content. You agree to pay all charges to your account, including applicable taxes which Company elects to invoice and collect, in accordance with billing terms in effect at the time a charge is made. We reserve the right to institute new fees or charges effective upon notice on the Website. When prompted to do so, you must provide us with valid payment information. If payments cannot be processed or are returned for any reason, we reserve the right either to suspend or terminate your order, thereby terminating all further obligations by the Company. All applicable taxes which, as now existing or implemented by future law, Company may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Goods shall be paid by you to Company or the applicable taxing authority upon demand by Company. To the extent you fail to remit payment of taxes in accordance with the preceding sentence, you hereby authorize Company to charge your credit card, or other payment account on file, the full amount to be paid to applicable taxing authorities, to the extent that such taxes may be lawfully collected from or charged to the account of Company. COMPANY SHALL NOT BE OBLIGATED TO, BUT MAY IN ITS

DISCRETION, MAKE SUCH DEMAND AS PART OF COMPANY'S TRANSACTION RECEIPT OR INVOICE, AND IN ANY EVENT, YOU SHALL AT ALL TIMES BE SOLELY RESPONSIBLE FOR THE REPORTING AND PAYMENT OF ALL APPLICABLE TAXES IN CONNECTION WITH THE PURCHASE OF GOODS.

9. **Digital Millennium Copyright Act.** If you are a copyright owner or an agent thereof and believe that any Content, including without limitation any User Content, infringes upon your copyrights, 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):

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (d) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

any other feedback, comments, requests for technical support, and other communications should be directed to the Company's customer service to sales@everbrightinc.com. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

10. **Warranty Matters and Liability of Company.**

- (a) **Disclaimer of Warranties.** No representations or warranties, express or implied, are given regarding the Services or your use of the Website. Company's liability is limited only to amounts paid by you to the Company. If you are not satisfied with our service please contact our customer service department at sales@everbrightinc.com. Without limiting the generality of the foregoing, you agree that use of the website, the Content and the Services, including without limitation the Goods, is entirely at your own risk. Company assumes no responsibility for errors or omissions in the Services, the website or its content, including any documents and user content, or any third party website.
- (b) The website, the Services, and the Goods are provided on an "as is" or "as available" basis, without any warranties of any kind. Company does not warrant the quality, accuracy, functionality, performance, merchantability, security, reliability, completeness, or timeliness of the Website, the Content, the Services, the Goods or any other information, text, graphics, links or other items contained within the Website's Content or any third party website, or any other goods or services sold via the Services.

(c) To the fullest extent permitted by law company disclaims any warranties for and does not assume any responsibility for any incompleteness, errors, security, reliability, timeliness, viruses, harmful components or effects, vulnerabilities, bugs, problems, omissions, inaccuracies or other limitations in, or interruptions in the operation of the website, the content, the services, the Services or any other information, text, graphics, links or other items contained within the Website's Content or any third party website, or any other Services or Goods received or purchased through or advertised on the Website, or accessed through any links on the Website.

(d) All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. Company makes no commitment to update the information, including the Services and Goods contained in, and sold through, the website. You acknowledge that you are responsible for obtaining and maintaining all telephone, computer hardware and/or other equipment needed to access and use this website, and all charges related thereto. Your use of this website, the content and/or any of the Services or Goods or other products provided through the Website or any third party website are entirely done so at your own risk.

(e) More specifically with respect to the Goods and other products sold via the Services (or otherwise on or through the Website or any third party website linked from the Website), Company expressly disclaims all warranties, express, implied or statutory with respect to the Goods, including, without limitation, warranties of merchantability and fitness for a particular purpose and any warranties arising from trade usage, course of dealing or course of performance. Any performance estimates described in any of Company' written or electronic or magnetic media proposals or quotes or quotations, are only estimates and are not intended as express warranties. Any samples provided by Company for your use, and any descriptions, illustrations or other information in trade literature, brochures or other documentation or electronic media shall not be construed as warranties in any respect, and any failure to conform with such samples, descriptions, information, or illustrations shall not constitute any breach of these Terms. No sales personnel, employees, agents or representatives of Company and no third parties are authorized to make any representation, warranty or covenant, whether in writing or orally, on behalf of Company.

(f) By placing an order with Company, you hereby affirm that you have not relied upon the skill or judgment of Company or any of Company's agents, employees or representatives to select or furnish goods or materials for any particular purpose, and the sale is made without any warranty by Company that the material is suitable for any particular purpose.

(g) EXCLUSIVE WARRANTY AND PROCEDURE. NOT WITHSTANDING ANYTHING ELSE TO THE CONTRARY, THE FOREGOING PROVISIONS OF SECTION 11(A) AND THE PROVISIONS OF SECTION 12(A) BELOW SHALL NOT APPLY WITH RESPECT TO (AND SOLELY WITH RESPECT TO) THE COMPANY'S RETURN OR REPLACEMENT WARRANTY SET FORTH IN THIS SECTION 11 (B) BELOW, WHICH RETURN OR REPLACEMENT WARRANTY SHALL SERVE AS YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS OR ANYTHING OTHER PRODUCTS PURCHASED ON THE WEBSITE OR VIA THE SERVICES.

(h) Company warrants that all Goods, at the time of shipment by Company, shall reasonably conform to any specification set forth on the face of Company's delivery receipt or invoice and shall conform to the description contained in the description of such Goods furnished by Company on the webpage on which a Transaction is initiated. Company's warranty is limited to a period of seven (7) days from the date of purchase

of the Goods . The Goods shall be subject to tolerances and variations consistent with standard industry practices. Company does not warrant against, and this limited warranty does not apply to, any non-conformity to the extent that such non-conformity results from damage, misuse, abrasion, negligence, accident, tampering, improper storage, or any other cause affecting the Goods after shipment of such Goods. If any defect in material or workmanship is discovered by you during the applicable warranty period in any of the Goods, as determined by Company's inspection of the non-conforming Goods, your sole and exclusive remedy shall be as set forth in the following paragraph.

(i) You shall have seven (7) days from the date of purchase of the Goods to inspect the Goods to determine whether the Goods: (i) conform to the Transaction details in the manner set forth in the preceding paragraph, or (j) are damaged, visibly defective or otherwise nonconforming. You must assert any claim for the foregoing within such seven (7) days period by furnishing Company with detailed written information of such damage, nonconformance, defect or shortage ("Notice of Rejection"). Conditioned upon such Notice of Rejection, Company will, at Company's option and as your exclusive remedy, (i) replace the Goods that are defective (the "Nonconforming Goods") with new Goods at the time of shipment, (ii) repair the Nonconforming Goods, if applicable, or (iii) refund the purchase price allocated to the Nonconforming Goods. In the event inspection and a Notice of Rejection are not made within such seven (7) days period, you shall be deemed to have accepted the Goods. No returns can be made without the prior authorization of Company and a pre-assigned return authorization number issued by Company. All returns are subject to inspection and acceptances by Company. When returns are accepted, they are subject to a handling and re-inspecting charge to be determined by Company. All returns shall be in accordance with Company's specific shipping instructions.

(k) You must immediately discontinue use of any item claimed to be defective. No charge by you for labor or expense required to repair defective material or occasioned by it will be allowed.

(l) The return policy set forth in this Section 11(b) may be supplemented or superseded by any Company return policy separately posted on the Website; provided however, that to the extent such separately posted policy does not supersede the terms of this Section 11(b), this Section 11(b) shall still be in full force and effect.

(m) Changes, Misprints, Errors And Cancellations. Subject to applicable law, we: (i) reserve the right to change the Goods and Services advertised or offered for sale through the Website, the prices or specifications of such Goods and Services, and any promotional offers and any other Content at any time and from time to time without any notice or liability to you or any other person; (ii) cannot guarantee that Goods or Services advertised or offered for sale on the Website will be available when ordered or thereafter; (iii) reserve the right to limit quantities sold or made available for sale; (iii) do not warrant that Content (including without limitation product descriptions or photographs) are accurate, complete, reliable, current or error-free; and (iv) reserve the right to cancel, to terminate or not to process orders (including accepted Transactions) where the price or other material information on the Website is inaccurate or when we recognize abuse of our policies. If we do not process an order for such reason, we will advise you that the order has been cancelled and will either not charge you or will apply credit to the payment type used in the order. If we are legally required to collect sales tax on Goods you order, the tax amount will be added automatically to your purchase price

(n) Risk of Loss and Time of Delivery. Except as otherwise set forth herein, the risk of loss for and title to Goods purchased on the Website passes to the you upon delivery to the carrier. Delivery dates for any Goods are approximate, are provided to you for the convenience of both you and Company, and shall not be binding

upon Company or considered material to the performance of these Terms. Shipping schedules and shipping commitments are based upon current production capabilities, material availability and inventory, and may be changed by Company at Company's option, as conditions and circumstances may require.

11. **Limitations of Liability:**

(a) Under no circumstances shall company, its affiliates, officers, directors, advisory board members, employees, shareholders, members, managers, licensors, suppliers, advertisers, sponsors, attorneys or agents be liable to you or any third party under any contract, negligence, strict liability or other theory arising out of or relating in any way to the Goods, the Website, the Services, and/or any Content, including without limitation any user content, contained in the Website, or any other linked website or any product or service purchased through the Website or any other site, for any direct, indirect, incidental, punitive, special, consequential or exemplary damages (even if company has been advised of the possibility of such damages), including without limitation, damages for loss of business, loss of data or lost profits) resulting from any aspect of your use of any Goods, the Website or the Services, whether the damages arise from use or misuse of any Goods, the Website or the Services, from inability to use any Goods, the Website or the Services, or the interruption, suspension, modification, alteration, or termination of the Website or the Services. Such limitation shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the Website or the Services or any links on the Website, as well as by reason of any information received through or advertised in connection with the Website or the Services or any links on the Website. These limitations shall apply to the fullest extent permitted by law. If your use of Content from this Website results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

(b) Subject to Section 11(b) above with respect to any Goods, to the extent that the foregoing limitations on liability in Section 12(a) above are limited or restricted by law, your sole and exclusive remedy and company's absolute limit of liability in connection with any lawsuit, claim or cause whatsoever directly or indirectly relating to or arising out of or relating in any way to the Website, the Services, and/or any Content, whether based on contract, tort or any other legal theory of recovery, shall in all cases be strictly limited to the price paid by you directly to Company in connection with such access to or use of the Website, the Services, and/or any Content.

(c) You acknowledge and agree that, if the limitations of liability set forth in Section 12(a) above are limited or restricted by law, the exclusive remedy set forth in Section 11(b) or Section 12 (b), as applicable, shall be your sole remedy even if such remedy fails in its essential purpose for any reason whatsoever, and in no event shall company be liable for any direct, indirect, incidental, punitive, special, consequential or exemplary damages (even if company has been advised of the possibility of such damages), to you or any third party.

(d) Company shall not be liable for any failure to perform in accordance with a Transaction (or any other order for goods or services), including, without limitation, failure to deliver the Goods caused for any reason, in whole or in part, beyond Company's reasonable control, including, but not limited to, production schedules of Company's suppliers, unavailability of materials, labor disturbances, acts of God, earthquake, fire, flood, weather, terrorism or transportation difficulties.

12. **Indemnity and Customer Warranty.** You agree to defend, indemnify and hold Company, affiliates, officers, directors, advisory board members, employees, shareholders, members, managers, licensors, suppliers,

advertisers, sponsors, attorneys or agents harmless from any claim, action, loss, expense, or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of your use of the Website, its Content and/or the Services and/or any User Content, your violation of the Company's Terms and/or Privacy Policy, or your breach of any of the representations and warranties herein.

You hereby represent, and warrant, that if you purchase any Goods via the Website, you will at all times while in possession of such purchased Goods, (i) hold a valid sellers permit or permits, issued pursuant to the applicable sales and use tax laws of the applicable jurisdictions, and (ii) be engaged in the business of selling or reselling of tangible personal property **OR** in the event that purchased Goods are used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, you shall report and pay all applicable taxes in connection with the purchase of such Goods.

13. **General Release of Claims.** As such may apply to your usage of the Website, its Content, and/or the Services, you, on behalf of yourself, your spouse, and each of your heirs, beneficiaries, executors, administrators, attorneys, agents, representatives, successors and assigns, hereby forever release and discharge Company, and each of its employees, members, managers, officers, contractors, attorneys, agents, representatives, successors and assigns, and any person or entity acting by, through, under or in concert with any of them, from and against, and forever waive, forfeit and relinquish, each and every claim, action, demand, right, lien, covenant, agreement, contract, representation, warranty, indemnity, obligation, debt, cause of action, liability, lawsuit, litigation, loss, damage (including consequential damages and penalties), fee, cost and expense (including costs and expenses of counsel), of every and whatever type, kind, nature, description or character, whether sounding in law, equity, contract, tort, statute or otherwise, and whether or not presently or later known, existing, asserted, suspected, liquidated, fixed, contingent, matured or anticipated, that arises out of, relates to or otherwise is in any way connected with your access or use of the Website, its Content and/or the Services (each a "Claim," collectively, "Claims").

You intend for this Section 13 to serve as a general release, and you recognize that you may have Claims of which you are totally unaware and unsuspecting, but that which you are nevertheless releasing and giving up by consenting to the Terms and using the Website, and providing the foregoing general release

You also acknowledge and agree that nothing contained in this Section 13 shall release or discharge you from your representations, warranties, covenants and agreements set forth in, and from your duties and obligations assumed under, these Terms.

You shall forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the Company and other parties released hereunder arising out of or in any way connected with any Claim that is released or discharged under these Terms.

You represent and warrant to the Company that you have not assigned any Claim released or discharged under the Terms, and you shall indemnify, defend, protect and hold harmless the Company and other parties from and against any and all Claims that the Company and/or other parties shall suffer or incur as a result of or arising in connection with any breach of the foregoing representation and warranty.

14. **Essential Basis of Bargain.** YOU ACKNOWLEDGE THAT COMPANY HAS SET ITS PRICES AND PROVIDED ACCESS TO OR USE OF THE WEBSITE, THE SERVICES, DOCUMENTS OR TOOLS AND/OR ANY CONTENT IN RELIANCE OF THE LIMITATIONS OF LIABILITY, THE DISCLAIMERS OF WARRANTIES AND DAMAGES, THE GENERAL RELEASE, AND THE INDEMNITY SET FORTH

HEREIN IN SECTIONS 11-14, AND THAT THE SAME FORM AN ESSENTIAL BASIS UPON WHICH THESE TERMS ARE ESTABLISHED, AND UPON WHICH COMPANY HAS PROVIDED TO YOU ACCESS TO OR USE OF THE WEBSITE, THE PRODUCTS AND/OR CONTENT. YOU AGREE THAT THE LIMITATIONS OF LIABILITY, THE DISCLAIMERS OF WARRANTIES AND DAMAGES, THE GENERAL RELEASE, AND THE INDEMNITY SET FORTH HEREIN IN SECTIONS 11-14 WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

15. **Promotional Offers, Contests and Sweepstakes:** We may from time to time offer participation in promotional offers, contests and sweepstakes on our Website. Your participation in these offers, contests and sweepstakes is governed by the express rules applicable to each such offer, contest or sweepstakes. Without limitation, this includes all promotions specific to wireless devices.

16. **Technical Support Issues:** If you encounter a technical problem when attempting to print or otherwise access your completed form, or some other problem you may encounter in attempting to utilize our Services and/or Content, Company's customer service representatives may be able to assist you with your problem.

If you contact Company's customer service representatives and request that a customer service representative remotely control your computer in order to try to resolve your technical problem, you acknowledge and accept that Company has no obligation to do so, and, if it does so, shall not be liable for any technical problems that may persist or arise with your computer after doing so.

17. **Inaccuracy.** From time to time there may be information on our Website that contains typographical errors, inaccuracies, or omissions. We may correct errors, inaccuracies, or omissions and change or update information at any time without notice. We apologize for any inconvenience this may cause you.

18. **Termination of Use.** Notwithstanding anything contrary in these Terms, we reserve the right, without notice and in our sole discretion, to suspend or terminate your ability to use the Website (which would include deleting or deactivating your account, blocking your email or IP address, and/or blocking or preventing your future access to and use of the Website). You agree that Company shall not be liable to you or any third party for any suspension or termination of your access to the Website. Further, you agree not to attempt to use the Website after said suspension or termination unless you have received prior written permission from Company. Upon any termination, you must promptly destroy all Materials downloaded or otherwise obtained from this Website, as well as all copies of such Materials, whether made under this agreement or otherwise.

Ability to Accept Terms of Service

You affirm that you are 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Website Terms, and to abide by and comply with these Website Terms. If you are under 18 years of age, then please do not use the Website. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

19. **General information:** The Terms constitute the entire agreement between you and Company and govern your purchase of Company's Goods, use of the Website, its Contents and/or the Services, superseding any prior agreements between you and Company. The failure of Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. The Terms do not limit any rights that Company may have under trade secret, copyright, patent, trademark or other laws. The employees of Company are not authorized to make modifications to the Terms, or to make any additional representations,

commitments, or warranties binding on Company, except in a writing signed by an authorized officer of Company. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

You warrant, represent and agree that, by accessing and/or using of the Website, its Content and/or the Services and/or any User Content , you (i) do so with knowledge of any and all rights that you may have with respect to the provisions of these Terms, (ii) have carefully read and considered these Terms and fully understand its contents and the significance of its contents, (iii) are consenting to these Terms of your own informed and free will, based upon such party's own judgment and without any coercion or fear of retaliation, and (iv) you have been afforded the opportunity to obtain independent legal advice with respect to these Terms.

The Terms and the relationship between you and Company shall be governed by the laws of the State of New Jersey without regard to any conflicts of laws principles. Further, you agree that all actions or proceedings arising in connection with your use of the Website and these Terms shall be tried and litigated exclusively in the State and Federal courts located in New Jersey. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between you and the Company with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. You hereby waive any right you may have to assert the doctrine of forum non convenienc or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulate that the State and Federal courts located in New Jersey shall have in personam jurisdiction and venue over you for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to your use of the Website or these Terms. You hereby authorize and accept service of process sufficient for personal jurisdiction in any action against you as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. 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 use of the Website, the Content, any User Content, the Services and/or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. You also agree that the Terms shall not be construed against the drafting party, i.e., Company.

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and Company agree otherwise, the trier of fact may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

In addition, in the event of a breach of these Terms by you, the Company will, in addition to all other remedies available to it, be entitled to equitable relief by way of a temporary restraining order, or preliminary or permanent injunction and any other legal or equitable remedies. This provision will not be construed as a waiver of the rights which the Company may have for damages under these Terms or otherwise, and all of the Company's rights and remedies will be unrestricted.

If any provision of these Terms as applied to any party or to any circumstance shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of these Terms, the application of any such provision in any other circumstance, or the validity or enforceability of these Terms, and any provision that is found to be void, invalid or unenforceable shall be curtailed and limited only to the extent necessary to bring such provision within the requirements of the law.

Questions: If you have any questions, comments or complaints regarding these Terms or the Website, feel free to contact us at:732-416-8922 or sales@everbrightinc.com