**TERMS OF USE**

Intelligent Lighting Systems welcomes you to our website (the “***Site***”)and the applications and services available from us, through the Site or other platforms (collectively with the Site, the “***Services***”). Your use of the Site and the Services are governed by these Terms of Use (these “***Terms***”). Any time you browse the Site or use the Services in any way, you agree to be bound by these Terms. If you don’t agree to these Terms, do not use the Site or the Services.

Your use of the Services is also subject to our Privacy Policy, which is located on the Services, as well as any policies and procedures we publish from time to time (collectively, the “***Policies***”). We reserve the right to modify these Terms at any time, with such changes becoming effective when we post the modified Terms to the Site. We also reserve the right to make any changes to the Site and Services in any manner and to deny or terminate your access to the Site and Services, even if you have an Account, in our sole discretion.

Each time you use the Site or the Services, the then-current version of the Terms will apply. If you use the Site or the Services after a modification of these Terms, you agree to be bound by the Terms as modified.

***These Terms contain important information regarding your rights with respect to the Site and the Services, including your relationship with us, and include an arbitration provision that may limit your ability to pursue claims against us in court. Please read them carefully and review them regularly.***

1. **Eligibility**.

If you are under 13 years old, you may not use the Services. When you use the Services, you represent that you are (i) at least the age of majority in the jurisdiction where you reside or (ii) if you have not reached the age of majority in the jurisdiction where you reside, that you have received permission to use the Services from your parent or legal guardian.

You represent that any information you submit to us when using the Services is accurate, truthful, and current. You also represent that your use of the Services does not violate any applicable law or regulation.

1. **Registration & Account**.

Certain of the Services or portions of the Site may require you to register for an account (“***Account***”), becoming a “***Registered User***”. As part of the Account creation process, you may be asked to provide a username and password unique to the Account (“***Login Information***”). You are responsible for the confidentiality and use of your Login Information and agree not to transfer or disclose your Login Information to any third party other than an individual with express authority to act on your behalf. If you suspect any unauthorized use of your Account, you agree to notify us immediately. You are solely responsible for any activities occurring under your Account. You have no ownership right to your Account. If you are registering an Account on behalf of an organization under an agreement between us and another organization, that organization may have administrator rights to access your account and any information provided under your Account.

1. **Permitted Uses/License**.

You are authorized to access the Site for the sole purpose of viewing and using the Services on your computer or device.

You may not decompile, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or the Services. You may not use any robot, spider, or other automatic device or manual process to monitor or copy the Site or its content without our prior written permission. Your failure to abide by these conditions will immediately terminate your right to access the Site or to use the Services and may violate our intellectual property rights or the intellectual property rights of third parties.

1. **Location-based Services**.

Some of the Services may require that location functionality be enabled on the relevant device in order to work properly. You acknowledge and agree that if location permissions and functionalities are not enabled on the device with which you access the Services, the Services may not work appropriately or at all. We will use any location information we receive from you in accordance with our Privacy Policy.

1. **Third Party Sites**.

The Site may contain links to websites we do not operate, control, or maintain (“***Third Party Websites***”). We do not endorse any Third Party Websites, and we make no representation or warranty in any respect regarding the Third Party Websites. Any links to Third Party Websites on the Site are provided solely for your convenience. If you do access any Third Party Websites, you do so at your own risk and waive any and all claims against us regarding the Third Party Websites or our links thereto.

1. **User Content Generally**.

When you post content and information to the Site or in connection with the Services (“***User Content***”), you represent and warrant to us that (1) you own or have rights to use the User Content, (2) the posting of the User Content does not violate any rights of any person or entity, and (3) you have no agreement with or obligations to any third party that would prohibit your use of the Site or Services in the manner so used. You agree to pay all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by you to the Site or through the Services.

By posting User Content, you give us and our affiliates right to use and display such User Content in such manner as is necessary to provide the Services to you; provided that this right shall not give us any ownership or other rights in the User Content.

1. **User Conduct**.

You agree not to use the Site or the Services to take any action or actions that (including with respect to any User Content): (1) are patently offensive in any manner (as determined in our sole discretion), (2) involve commercial activities without our prior written consent, such as contests or sweepstakes, (3) are contrary to our public image, goodwill, or reputation, (4) infringe on our or any third party’s intellectual property rights, (5) violate any law or any third party’s legal rights, or (6) “frame” or “mirror” any part of the Site without our prior written consent.

1. **Data**.

You agree that we have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Site and Services, and related systems (for example, anonymous and aggregated information concerning user behavior and use of the Services), and we will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Site Services and for other development, diagnostic and corrective purposes in connection with the Site and Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

1. **Product Sales**.

In describing and portraying any products on the Services, we attempt to be as accurate as possible; however, we do not warrant that the product descriptions or other content on the Site or the Services is accurate, reliable, current, or error-free. We reserve the right to correct any typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability from time to time without prior notice. If a product you purchase on the Services is not as described, your sole remedy is to return it to us in accordance with the Policies.

When you place an order on the Services for a product, we will ship the order to the address designated by you as long as the address complies with the Policies. We may require verification of information prior to the acceptance and/or shipment of any order. We reserve the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer.

All physical products purchased on the Services are made pursuant to a shipping contract, meaning the risk of loss for all items you purchase passes to you upon the delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

**Please note that some of our products may be subject to Department of Transportation and other federal, state, and local regulations. You are solely responsible for determining whether your purchase use of our products complies with such regulations, and we are not liable for any damages, costs, claims, and/or expenses suffered by you or claims for the same made against you arising from or in connection with any use of a product you purchased from us or any allegation that your use of a product you purchased from us violates any applicable statute, law, regulation, or ordinance.**

1. **Paid Services**.

We may require Services to be paid for on a recurring basis (“***Subscription Services***”) or on an as-used basis (“***A La Carte Services***” and, together with the Subscription Services, “***Paid Services***”). We have the right to change, delete, discontinue or impose conditions on Paid Services or any feature or aspect of a Paid Service. Subscription Services may subject you to recurring fees and/or terms. By signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes as set forth in your Account settings or as otherwise agreed in writing (“***Subscription Fee***”). A La Carte Services may subject you to fees charged per usage and/or terms. By using an A La Carte Service, you agree to pay the fees and any taxes incurred at the time of usage (“***A La Carte Fees***” and, together with Subscription Fees, the “***Paid Service Fees***”).

Paid Service Fees may be paid by credit card, debit card, or other payment forms we may permit. If you link a debit or credit card to your Account, you authorize us to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card. Regardless of payment device, we reserve the right to collect Paid Service Fees by deduction from your transaction proceeds, the Balance (as defined in the Payment Terms) in your Account or your linked bank account.

Unless otherwise provided in a Subscription Service’s terms, Subscription Fees will be charged on the 1st of every month until cancelled. You may cancel a Subscription Service at any time from your Account settings. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days’ advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

1. **Copyright Infringement**.

We respect the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the “***DMCA***”) provides a complaint procedure for copyright owners who believe that website material infringes their rights under U.S. copyright law. If you believe that your work has been improperly copied and posted on the website, please provide us with the following information: (1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/ her behalf; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where on the Site the material that you claim is infringing is located; (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. These requirements must be followed to give Company legally sufficient notice of infringement. Send copyright infringement complaints to the following email address: legal@intelligentlighting.systemsWe suggest that you consult your legal advisor before filing a DMCA notice with Company’s copyright agent. There can be penalties for false claims under the DMCA.

1. **Warranty Disclaimer**.

**You agree that the Services are available on an “as is” basis, without any warranty, and that you use the Services at your own risk. We disclaim, to the maximum extent permitted by law, any and all warranties, whether express or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) warranties against infringement of any third party intellectual property or proprietary rights, (c) warranties relating to delays, interruptions, errors, or omissions in the Services or on the Site, (d) warranties relating to the accuracy or correctness of data on the Services, and (e) any other warranties otherwise relating to our performance, nonperformance, or other acts or omissions.**

**We do not warrant that the Site or the Services will operate error-free or that the Site is free of computer viruses and/or other harmful materials. If your use of the Site or the Services results in the need for servicing or replacing equipment or data, we are not responsible for any such costs.**

Some jurisdictions do not allow the exclusion or limitation of certain categories of damages or implied warranties; therefore, the above limitations may not apply to you. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

1. **Limitation of Liability**.

**Any liability we have to you in connection with these Terms, under any cause of action or theory, is strictly limited to $100 per user, in aggregate for all violations. Without limiting the previous sentence, in no event shall we or any of our affiliates be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with, these Terms. The foregoing limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we or our affiliates have been advised of the possibility of such damages.**

**You agree to indemnify and hold us harmless for any breach of security or any compromise of your Account.**

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential; therefore, the above limitations may not apply to you. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

1. **Indemnification**.

You agree to indemnify and hold harmless us, our affiliates and our and their officers, directors, partners, agents, and employees from and against any loss, liability, claim, or demand, including reasonable attorneys’ fees (collectively, “***Claims***”), made by any third party due to or arising out of your use of the Site and Services in violation of these Terms, any breach of the representations and warranties you make in these Terms, or your User Content. You agree to be solely responsible for defending any Claims against or suffered by us, subject to our right to participate with counsel of our own choosing.

1. **Electronic Signatures and Notices**.

Certain activities on the Services may require you to make an electronic signature. You understand and accept that an electronic signature has same legal rights and obligations as a physical signature.

If you have an Account, you agree that we may provide you any and all required notices electronically through your Account or other electronic means. You agree that we are not responsible for any delivery fees charged to you as a result of your receipt of our electronic notices.

1. **Governing Law**.

These Terms are governed by Nebraska law, without giving effect to conflicts of law principles. You agree that, to the extent applicable and expressly subject to the Dispute Resolution provisions below, to submit to the exclusive jurisdiction of the state and federal courts located in Lancaster County, Nebraska in circumstances where these Terms permit litigation in court.

1. **Dispute Resolution**.

**Please read this section carefully. It contains procedures for mandatory binding arbitration and a class action waiver.**

*Notice Requirement and Informal Dispute Resolution*.  Before either we or you may seek arbitration, the party seeking arbitration must send the other party a written Notice of Dispute (“***Notice***”) describing the nature and basis of the claim or dispute and the requested relief.  A Notice to us should be sent to: legal@intelligentlighting.systems.After the Notice is received, you and we may attempt to resolve the claim or dispute informally.  If we do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

*Arbitration Rules*.  Arbitration shall be initiated through the American Arbitration Association (“***AAA***”), an established alternative dispute resolution provider (“***ADR Provider***”) that offers arbitration as set forth in this section.  If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider.  The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms.  The AAA Consumer Arbitration Rules (“***Arbitration Rules***”) governing the arbitration are available online at [www.adr.org](http://www.adr.org/) or by calling the AAA at 1-800-778-7879.  The arbitration shall be conducted by a single, neutral arbitrator.  Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) shall be resolved through binding non-appearance-based arbitration.  For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in Lincoln, Nebraska, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.  Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

*Additional Rules for Non-Appearance Based Arbitration*.  The arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration.  The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

*Time Limits.*  If either you or we pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

*Authority of Arbitrator*.  If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the parties involved, and the dispute will not be consolidated with any other matters or joined with any other cases or parties.  The arbitrator shall have the authority to grant motions dispositive of all or part of any claim.  The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and these Terms.  The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded.  The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have.  The award of the arbitrator is final and binding upon you and us.

*Waiver of Jury Trial.*  THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under these terms.  Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court.  In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND WE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

*Waiver of Class or Consolidated Actions*.  ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION 18 MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE PLATFORM USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PLATFORM USER.

*Confidentiality*.  All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential.  You agree to maintain confidentiality unless otherwise required by law.  This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Section 18, to enforce an arbitration award, or to seek injunctive or equitable relief.

*Severability*.  If any part or parts of this Section 18 are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

*Right to Waive.*  Any or all of the rights and limitations set forth in this Section 18may be waived by the party against whom the claim is asserted.  Such waiver shall not waive or affect any other portion of this Section 18.

*Survival of Agreement*.  This Section 18 will survive the termination of your relationship with us.

*Small Claims Court.*  Notwithstanding the foregoing, either you or we may bring an individual action in small claims court.

*Emergency Equitable Relief*.  Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration.  A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section 18.

*Claims Not Subject to Arbitration.*Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of our patent, copyright, trademark or trade secrets rights shall not be subject to this Section 18.

1. **Miscellaneous**.

We may assign, transfer, delegate, or otherwise hypothecate our rights under these Terms in our sole discretion. If we fail to enforce a provision of these Terms, you agree that such a failure does not constitute a waiver to enforce the provision (or any other provision hereunder). If any provision of these Terms is held or made invalid, the invalidity does not affect the remainder of these Terms. We reserve all rights not expressly granted in these Terms and disclaim all implied licenses.