

TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

LFC Solutions, Inc., a Delaware corporation (the “**Company**”) owns and operates the www.lacunamentors.com website, including any subdomains thereof (this “**Website**”). BY USING THIS WEBSITE, YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS OF USE, DO NOT USE THIS WEBSITE. The Company may revise and update these Terms and Conditions of Use at any time. Please continue to review these Terms and Conditions of Use periodically. Your continued usage of this Website, whether as a guest or a registered user, will mean you accept any revisions to the Terms and Conditions of Use.

1. Use of Content; Trademarks.

(a) This Website contains copyrighted material, including, without limitation, text, software, photos, audio and video clips, graphics, illustrations, images, logos, and music and sound (the “**Content**”). You may download the Content only for your personal use for noncommercial purposes and may not modify or further reproduce the Content. This Website and the Content are protected by copyright, patent, trademark, and other intellectual property laws. The Company and third-party content providers also own (or have the right to use) intellectual property rights in the content original to them. Any use of the Content not expressly permitted by these Terms and Conditions of Use is a breach of these Terms and Conditions of Use and may violate copyright, trademark, and other laws. The Content and features, including without limitation product pricing and availability, are subject to change or termination without notice in the sole discretion of the Company. The Content may contain technical inaccuracies or typographical errors. All rights not expressly granted herein are reserved to the Company and its licensors. Your use of this Website does not grant to you ownership of any Content you may access on or through this Website.

(b) The trademarks, logos, service marks, and trade names (collectively, the “**Trademarks**”) displayed on this Website or on the Content available through this Website are registered and unregistered trademarks of the Company and others and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders, including uses that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by the Company that appear on this Website or on or through this Website’s products or services, if any, are the property of their respective owners. Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Website without the written permission of the Company or the third party that may own the applicable Trademark. Any use of the Trademarks not expressly permitted by these Terms and Conditions of Use is a breach of these Terms and Conditions of Use and may violate trademark and other laws. Your misuse of the Trademarks displayed on this Website or on or through any of this Website’s services is strictly prohibited. Your use of this Website does not grant to you ownership of any Trademarks you may access on or through this Website.

(c) If you violate any of these Terms and Conditions of Use, your permission to use the Content and the Trademarks automatically terminates and you must immediately destroy any copies you have made of any portion of the Content or Trademarks, and we may, in our sole discretion and without prior notice to you, terminate your access to this Website and block your future access to this Website. You agree that the Company will not be liable to you or to any third party for termination of your access to this Website as a result of any violation of these Terms and Conditions of Use.

2. Use of this Website.

(a) In your use of this Website, you agree to act responsibly in a manner demonstrating the exercise of good judgment and in compliance with these Terms and Conditions of Use. For example and without limitation, you agree not to (i) use this Website for any purpose in violation of local, state, national, or international laws; (ii) insert your own or a third party's advertising, branding, or other promotional content into any of the Content or use, redistribute, republish, copy, or exploit the Content in any way or for any further commercial or promotional purposes; (iii) infringe or violate the rights of any third party, including without limitation, intellectual property, privacy, publicity, or contractual rights; (iv) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses, or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through this Website or the services offered on or through this Website, including without limitation any information residing on any server or database connected to this Website or the services offered on or through this Website; (v) interfere with, interrupt, damage, disable, overburden, or impair this Website, the Content, or the services made available on or through this Website, including, without limitation, through the use of viruses, cancelbots, Trojan horses, harmful code, ping floods, denial of service attacks, packet or IP spoofing, forged routing, or electronic mail address information or similar methods or technology; (vi) attempt to gain unauthorized access to any portion of this Website or other computer systems through this Website; (vii) misrepresent your relationship with, or impersonate, any other person or entity; (viii) link any other website to this Website or link this Website to any other website; or (ix) assist any third party in doing any of the foregoing.

(b) You further agree that you shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with this Website or this Website's services, or any Content thereof, or make any unauthorized use thereof. You agree that you shall not use this Website in any manner that could damage, disable, overburden, or impair this Website or interfere with any other party's use and enjoyment of this Website or any of its services. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through this Website.

(c) With respect to your use of this Website, you acknowledge and agree we may monitor and retain all communications by you and that we may disclose information we have about you to comply with applicable laws and regulations, or should we investigate your use or any complaint about your use, including without limitation any legal action related to such use. You also agree that any violation by you of these Terms and Conditions of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and you consent to the Company obtaining any injunctive or equitable relief that the Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the Company may have at law or in equity. Further, if we do take any legal action against you as a result of your violation of these Terms and Conditions of Use, you agree the Company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company.

3. The Company Accounts.

(a) In order to access some features of this Website, including connecting with other users or making a customer service or support request, you may have to register for one or more Company accounts. When registering, you must provide accurate and complete information. You may never use another's account without permission. It is your sole responsibility to (i) control the dissemination and use of passwords; (ii) authorize, monitor, and control access to and use of your account and password; and (iii) promptly inform the Company of any need to deactivate a password. You grant the Company and all other persons or entities involved in the operation of this Website the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of this Website. The Company cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the Company tools and services. You must notify the Company immediately of any breach of security or unauthorized use of your account.

(b) Although the Company will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Company or others due to such unauthorized use.

4. **Liability.**

(a) THE USE OF THIS WEBSITE AND THE CONTENT IS AT YOUR OWN RISK.

(b) WHEN USING THIS WEBSITE, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM THAT MAY BE BEYOND THE CONTROL AND JURISDICTION OF THE COMPANY. ACCORDINGLY, THE COMPANY ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THIS WEBSITE. THE COMPANY ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR EQUIPMENT ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THIS WEBSITE OR YOUR DOWNLOADING OF ANY MATERIALS OR CONTENT FROM THIS WEBSITE.

(c) THIS WEBSITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY AND ITS LICENSORS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. WE MAKE NO WARRANTY THAT THIS WEBSITE OR THE PROVIDED PRODUCTS OR SERVICES WILL MEET YOUR REQUIREMENTS. NO ADVICE, RESULTS, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THIS WEBSITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THIS WEBSITE.

(d) IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, ITS OFFICERS, ITS EMPLOYEES, ITS AGENTS, ITS LICENSORS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THIS WEBSITE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF OR INABILITY TO USE THIS WEBSITE OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY, ITS LICENSORS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THIS WEBSITE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY, ITS LICENSORS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THIS WEBSITE SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED U.S. ONE THOUSAND DOLLARS (\$1,000.00). THE COMPANY, ITS LICENSORS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THIS WEBSITE ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THIS WEBSITE OR CONTENT. ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THIS WEBSITE OR ANY CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED. REMEDIES UNDER THESE TERMS AND CONDITIONS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS AND CONDITIONS OF USE.

5. **User Submissions.** By submitting to the Company via e-mail or this Website any ideas, suggestions, concepts, methods, systems, designs, plans, techniques, business information, inventions, how-to, or product information or material relating to the Company's business, products, or services (collectively, the

“**Ideas**”), you: (a) agree such submission is non-confidential for all purposes and the Company has no obligation of any kind with respect to such submission; (b) grant the Company an unrestricted, irrevocable license to use the Ideas for any purpose whatsoever, including to reproduce, display, perform, modify, transmit, create derivative works of, and distribute the Ideas; and (c) represent and warrant that you own or otherwise control all of the rights to the Ideas and that the Company is free to use the Ideas that you send us for any purpose. For the avoidance of doubt, “Ideas” does not include any data, information, drawings, files, etc. that you submit to the Company for the purposes of receiving customer support. The Company may sublicense its rights through multiple tiers of sublicenses. Notwithstanding anything herein to the contrary, the personal information you submit to the Company, including your e-mail address, is governed by the Company’s Privacy Policy. Please review our Privacy Policy located at lacunamentors.com, as amended from time to time, for a complete description of how we handle personal information submitted in the process of ordering products or registering on this Website. We may remove any material (and limit or ban such materials and/or your access) for reasons in our sole discretion, including the discovery of materials containing violence, illegal activity, pornography, or other inappropriate subject matter. You will indemnify, defend, and hold the Company harmless from and against all third-party actions that: (i) arise from your activities on this Website; (ii) assert a violation by you of any term of these Terms and Conditions of Use; or (iii) assert that any content you submitted to us violates any law or infringes any third party right, including any intellectual property or privacy right.

6. **Rights Reserved.** The Company reserves the right to refuse service, terminate your account or your access to this Website or any of this Website’s services or features, and/or cancel orders in its sole discretion, including, without limitation, if the Company believes that customer conduct violates applicable law or is harmful to the interests of the Company.

7. **Links to Other Websites.** THE COMPANY MAY PROVIDE LINKS TO THIRD-PARTY WEBSITES. THE COMPANY IS NOT RESPONSIBLE FOR THE CONTENT, PRODUCTS, SERVICES, OR OTHER MATERIALS OF LINKED THIRD-PARTY WEBSITES, AND DOES NOT MAKE ANY REPRESENTATIONS REGARDING THEIR CONTENT, RELIABILITY, OR ACCURACY. YOUR USE OF THIRD-PARTY WEBSITES IS AT YOUR OWN RISK AND SUBJECT TO THE TERMS AND CONDITIONS OF USE FOR SUCH WEBSITES. THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO ANY LIABILITIES THAT YOU MAY INCUR WITH ANY OF THESE THIRD-PARTY WEBSITES OR VENDORS. PLEASE CAREFULLY REVIEW THE TERMS AND CONDITIONS APPLICABLE TO YOUR PURCHASE OF GOODS FROM A THIRD PARTY.

8. **Orders.** The Company is constantly improving its information, products, and services. Consequently, the Company cannot and does not guarantee the accuracy or completeness of the information, including prices, specifications, availability, and services, on this Website. Prices are subject to change at any time prior to filling your order. Additional terms and conditions may apply to purchases of products and services, which are made part of these Terms and Conditions of Use, and to which you agree to comply.

9. **Indemnity.** You agree to defend, indemnify, and hold the Company, its directors, officers, employees, agents, licensors, advisors, and suppliers, harmless from and against any claims, actions or demands, liabilities, and settlements, including, without limitation, reasonable legal and accounting fees resulting from or alleged to result from: (a) your use of and access to this Website; or (b) your violation of any term of these Terms and Conditions of Use. This defense and indemnification obligation will survive these Terms and Conditions of Use and your use of this Website.

10. **General.**

(a) The Company’s principal offices are in Fort Lee, New Jersey, in the United States of America. The Company makes no claims that this Website and the Content are appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries, and our products and services may not meet the regulatory requirements in these countries. If you access this Website from outside the United States, you do so at your own risk and are responsible for

compliance with the laws of your jurisdiction. We reserve the right to limit provision of our products or services to any person, geographic region, or jurisdiction. Any offer for any of our products and services on this Website are void where prohibited.

(b) The following provisions survive the expiration or termination of these Terms and Conditions of Use for any reason whatsoever: Liability, User Submissions, Rights Reserved, Indemnity, Jurisdiction, and Complete Agreement.

11. Jurisdiction.

(a) You expressly agree that exclusive jurisdiction for any dispute with the Company, or in any way relating to your use of this Website, resides in the courts of Fort Lee, New Jersey, and you further agree and expressly consent to the exercise of personal jurisdiction of such courts in connection with any such dispute including any claim involving the Company or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

(b) These Terms and Conditions of Use are governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of laws principles. If any provision of these Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect. No waiver of any of these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Thank you for your cooperation. Questions or comments regarding this Website should be submitted to business@lacunamentors.com.