

# Terms and Conditions

Last updated: August 23, 2024

Welcome to [illumsoftworks.com](https://illumsoftworks.com), a web service provided by ILLUM SOFTWARES LLC (“us,” “we”).

These terms and conditions govern your use of the [illumsoftworks.com](https://illumsoftworks.com) website, Lexicon, related sites, applications, data, and other services; and all content contained therein (collectively the “Services”).

Please read these Terms and Conditions carefully before using the Services. By accessing any part of the Services, you represent that you have all the applicable rights and authority to grant us the rights granted herein, and that you have read, understood, and agree to be bound to these Terms and Conditions. Do not continue to use the Services if you do not agree to all terms stated herein.

ALL DISPUTES WILL BE RESOLVED THROUGH INFORMATION RESOLUTION AND, IF NECESSARY, ARBITRATION ON AN INDIVIDUAL BASIS. YOU CANNOT SEEK LEGAL RECOURSE IN STATE OR FEDERAL COURTS, THROUGH JURY TRIAL OR A CLASS ACTION. PLEASE REVIEW THESE THE “DISPUTES” SECTION BELOW.

## Privacy

Our Privacy Policy (<https://illumsoftworks.com/privacy>) explains how we collect, use, and disclose your information while you interact with the Services. By using the Services, you acknowledge that you have read, understood, and agree to the terms of our Privacy Policy, which is incorporated to these Terms and Conditions by reference.

## Intellectual Property

Other than the limited license granted to you in these Terms and Conditions, we reserve all rights to the intellectual property related to the Services. You acknowledge that we retain all rights, title, and interest in and to all copyrights, trademarks, registered trademarks and/or service marks, trade secrets, patents, and any other proprietary rights in the Services.

All intellectual property rights for all content on the Services are owned or licensed by us and are protected by the laws of the United States. You agree to prevent any unauthorized copying, use, or distribution of the content available to you in the Services. You may not download and/or save a copy of any of the videos, screens, resources, files, or other information available on the Services except as otherwise provided in these Terms and Conditions, for any purpose.

If you make other use of our Services, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to penalties. We do not grant any license or other authorization of our trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property, by placing them on this Services.

## Content and Functionality

We reserve the right to alter, change, modify, or terminate the Services or any aspect, feature, content, or functionality of the Services, at any time, with or without notice, liability, or obligation. We may from time to time, in our sole discretion, develop and provide updates to the Services, which may include upgrades; patches; corrections; or changes, additions, or removal of features or functionality. You agree that we have no obligation to provide any updates or to continue to provide or enable certain features or functions, and that nothing in these Terms and Conditions shall be construed to require correction of any specific errors or discrepancies in the Services.

## **Use by Children and Teens**

This Services is not intended to be used by children under the age of 13. If you are under the age of 13, you are not permitted to provide any personal information to us.

## **Prohibited Uses**

You agree to use the Services in accordance with all applicable laws, rules, and regulations. Except as explicitly authorized by us, you agree not to:

- archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, sell, rent, sublicense, or use content and information contained on or obtained from or through the Services;
- circumvent, remove, alter, deactivate, degrade, block, obscure or thwart any of the content protections or other elements of the Services, including the graphical user interface, copyright notices, and trademarks;
- use any robot, spider, scraper or other automated means to access the Services;
- access, view, read, modify, decompile, reverse-engineer, reverse-compile, or disassemble any software, source code, object code, or other objects, components, products, files, or processes distributed with or accessible through the Services;
- insert any code or product or manipulate the content of the Services in any way;
- use any data mining, data gathering, or data extraction method;
- defeat, disable or circumvent any protection mechanism related to the Services;
- rent, lease, distribute, provide, or otherwise make available the Services, in any form, to any third party;
- share your account credentials, or otherwise share use or access to the Services with any unauthorized person;
- link to, frame, or mirror our webpages or web-based applications or any portion thereof;
- probe, scan or test the vulnerability of any of our systems or networks;
- attempt to gain unauthorized access to or violate the security of our systems, servers, or networks;

- breach security or authentication measures;
- access or attempt to access data not intended for you or log into another user's account;
- restrict or inhibit any other user from using and enjoying the Services, or otherwise interfere or attempt to interfere with the normal operation of our Services, including by means of transmitting any virus, trojan horse, worm, malware, or other malicious code or software, or by overloading, flooding, spamming, mail bombing, or crashing any part of the Services; or
- otherwise use the Services in violation of any applicable federal, state, or local law.

We may terminate or restrict your use of our Services immediately, with or without notice, if we have reason to believe you have violated these Terms and Conditions.

### **Third-Party Content**

This Services may present links to third-party websites, applications, or services ("Third-Party Content"). You agree that we have no responsibility for the accuracy or availability of information provided by Third-Party Content. Links to external websites do not constitute an endorsement by us of the owners or operators or such websites, or the content, services, advertisements, or other materials presented on such websites. You agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Content.

In addition, you may encounter Third-Party Content in the form of advertisements, endorsements, or opinions by third-party reviewers, advertisers, influencers, or authors, about this Services or any information or services presented on this Services. Such Third-Party Content may be published in digital, print, or any other form, on this Services or on any other websites, applications, or media not necessarily owned by or related to us. The views, thoughts, and opinions expressed in the Third-Party Content belong solely to the author and have not been independently verified or approved by us. We do not assume any liability for the content or accuracy of the information presented in any Third-Party Content. Nothing expressed in any Third-Party Content shall be construed to create any warranty of any kind, whether express or implied, with respect to this Services not otherwise covered in these Terms and Conditions.

### **Communications from Us**

From time to time, we may send you communications to the email address provided by you through our contact form or subscription to an Illum Softworks LCC mailing list. These communications may include, but are not limited to, email.

By accepting these Terms and Conditions and using the Services, you expressly agree to receive such communications from us.

### **User Feedback**

You may submit ideas, feedback, or comments ("User Feedback") about our Services by email or otherwise. Unless otherwise indicated for a particular communication, all User Feedback, and any related communications or material of any kind that you e-mail, post or otherwise transmit through this website, will be treated as non-confidential and non-proprietary.

You expressly acknowledge and agree that: (a) we are not under any obligation to you, including any obligation of payment of compensation or confidentiality, with respect to the User Feedback; and (b) we may freely use, assign, transfer, distribute, exploit, and further develop and modify any ideas, concepts, know-how or techniques in your User Feedback for any purpose including, but not limited to, developing and marketing products using such information without compensation to you. To the extent any copyright or other intellectual property ownership interest vests in you with respect to the User Feedback, you hereby grant us a worldwide, non-exclusive, royalty-free, fully paid up, irrevocable, sublicensable, and perpetual right and license to make, use, copy, sell, distribute, otherwise exploit, and create derivative works of the User Feedback. Further, you irrevocably release us from any and all liability that may result from or are related to the rights to the User Feedback.

## **Export Control**

The Services are operated from the United States. We make no representation that this website, or any content or information available via the Services, are appropriate or available for use outside the United States, and access to it from jurisdictions where the content is illegal is prohibited. Those who choose to access the Services from outside the United States do so at their own risk and initiative and are responsible for compliance with all applicable laws.

The Services may be subject to U.S. export control laws, including, without limitation, the U.S. Export Administration Act and its associated regulations. You may not use or export any materials via our Services in violation of any export, re-export or import laws and regulations of the United States or any other jurisdiction. You represent and warrant that you are not located in a country that is: (a) subject to an embargo by the United States or that has been designated by the U.S. Department of State as a state sponsor of terrorism; or (b) included on any list of prohibited, restricted, or sanctioned parties published by the United States.

## **Disclaimers**

THE SERVICES (INCLUDING ANY CONTENT CONTAINED THEREIN) ARE LICENSED AND PROVIDED "AS IS" AND "AS AVAILABLE." ANY USE OF THE SERVICES WILL BE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA LOSS, OR NON-INFRINGEMENT, OR ANY WARRANTIES WITH RESPECT TO THE ACCURACY, RELIABILITY, COMPLETENESS, OR AVAILABILITY OF ANY CONTENT OR INFORMATION, PROVIDED ON THIS WEBSERVICES. WE MAKE NO REPRESENTATIONS OR GUARANTEES THAT THE SERVICES WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND WE DISCLAIM ANY LIABILITY RELATING THERETO. WE MAKE NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES THAT THE USE OF OR THE RESULTS OF THE USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, BE ACCURATE, RELIABLE, CURRENT, OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THESE DISCLAIMERS OF LIABILITY APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED

ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

### **Limitation of Liability**

OUR CUMULATIVE LIABILITY TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR USE OF THE SERVICES WILL NOT EXCEED \$15.00. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), OR FOR THE LOSS OF PROFIT, REVENUE, OR DATA, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR RESPECTIVE LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY SUCH STATE LAW.

### **Indemnification**

You agree to defend (at our option), hold harmless, and indemnify us from and against all third-party claims and all liabilities, assessments, losses, costs and expenses (including reasonable attorneys' fees), or damages resulting from or arising out of (a) your alleged or actual breach of these Terms and Conditions, including your representations and warranties; (b) your use or misuse of the Services; (c) your placement or transmission of any communications, files, materials, or information of any kind on the Services or in any way relating the Services; and/or (d) your alleged or actual infringement or violation of the rights of a third party, including without limitation any intellectual property rights, rights of publicity, and rights of privacy.

### **Term and Termination**

Subject to the terms of this section, these Terms and Conditions will remain in effect for as long as you use the Services. We may terminate these Terms and Conditions and your access to the Services at any time and for any reason, with or without notice to you.

### **Assignment**

We may assign these Terms and Conditions or delegate any of our rights or obligations hereunder, or any part thereof, to any third party, including our successor-in-interest, without requiring your written consent. You may not assign these Terms and Conditions in whole or in part, for any reason.

### **Governing Law**

These Terms and Conditions, including all claims relating to or arising hereof or breach thereof, whether sounding in contract, tort, or otherwise, will be governed and construed in accordance with the laws of the state of North Carolina, excluding its choice-of-law principles.

## **Disputes**

The terms of this section will apply to all disputes, claims, or controversies that may arise out of, are connected with, or relate to these Terms and Conditions or the Services, subject only to the following exceptions: (1) if we reasonably believe that you have in any manner acted or failed to act in any manner that may cause harm to us or any third party, we may seek injunctive or other appropriate relief in any court of competent jurisdiction; or (2) any dispute may, at the option of either party, be resolved in small claims court in Charlotte, NC, provided that such claim (i) fall within the jurisdiction of the small claims court, and (ii) were unsuccessfully resolved through the informal resolution and arbitration procedures required below.

You agree that, except as provided below, any dispute, claim or controversy arising out of or relating in any way to the Services will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction.

In no event will the terms of this section limit our ability to investigate complaints or reported violations of these Terms and Conditions, or to take any action we deem necessary and appropriate to mitigate actions against us, including reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties.

The terms of this section apply to all disputes and actions, even if the circumstances or relationship giving rise to such disputes or actions occurred prior to this version of the Terms and Conditions (or such modification).

### ***Class Action and Jury Waiver***

THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, MASS ACTION, GROUP ACTION, REPRESENTATIVE ACTION, AND/OR COLLECTIVE ACTION IN ANY DISPUTE. EACH PARTY MAY PROCEED AS TO ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, MASS ACTION, GROUP ACTION, REPRESENTATIVE ACTION, AND/OR COLLECTIVE ACTION.

### ***Informal Resolution***

If you have any dispute with us or any related third party, arising out of, relating to, or connected with these Terms and Conditions or the Platform, you agree to contact us directly and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account); and give us thirty (30) days from the date of filing your written description with us within which to resolve the dispute to your reasonable satisfaction.

Promptly following receipt of such notice, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any dispute covered by these Terms and Conditions. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference personally. Likewise, if we are represented by counsel, our counsel may participate

in the conference as well, but we agree to have a company representative fully participate in the conference.

The statute of limitations and any filing deadlines shall be tolled while the parties engage in the Informal Resolution process.

In the event we are unable to resolve any dispute through an informal dialogue, a third-party arbitrator or small claims court will help us resolve any disputes we might have, and you agree that any disputes will be resolved on an individual basis rather than as a class or collective action. Failure to complete the Informal Resolution process is grounds for dismissal of any Arbitration.

### ***Arbitration***

Any claims by us, or claims by you that are not resolved by the Informal Resolution procedure described above, arising out of, relating to, or connected with these Terms and Conditions, other than a claim by us for injunctive or other equitable relief, shall be settled confidentially by a single arbitrator with arbitration conducted in Charlotte, NC (or via remote conferencing where appropriate and permitted to mitigate costs of travel).

These Terms and Conditions and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act (9 U.S.C. § 1 et seq.) will apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

In addition to and notwithstanding the terms stated above, the following will apply to your disputes: (1) the arbitration proceeding and results thereof will be kept confidential by each party; (2) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of these Terms and Conditions including any claim that all or any part of these Terms and Conditions is void or voidable; (3) because the parties agree that because disputes or actions can be brought only in an individual capacity, and expressly waive the right to participate in a class action, mass action, group action, representative action, and/or collective action in any dispute, the arbitrator will not have the power to conduct any form of class or collective arbitration, nor join or consolidate claims by or for individuals; and (4) the parties hereby irrevocably waive any right to a court trial (other than small claims court as provided above) or to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit, arbitration, or other proceeding against us or related third parties arising out of, relating to, or connected with these Terms and Conditions or the Services.

### ***Arbitration Costs***

If the Arbitrator finds that the costs and fees of an Arbitration you initiate will be prohibitive for you as compared to the costs of litigation, we will pay as much of your filing, arbitrator, and hearing fees in the Arbitration as the Arbitrator deems necessary to prevent the Arbitration from being cost-prohibitive to you, based on your individual circumstances, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith. You are responsible for all other attorneys' fees and expenses for an Arbitration initiated by you. If we initiate an Arbitration against you, we will pay all costs

associated with the Arbitration (other than your attorneys' fees and expenses unless permitted to be recovered under the arbitration rules or applicable law).

### ***Limitation of Actions***

Regardless of any statute or law to the contrary, you agree that any claim or cause of action arising out of, relating to, or connected with your use of the Services or any term or condition of these Terms and Conditions, must be filed within twelve (12) months of the date the facts giving rise to the action or dispute were known or should have been known by you, or forever be barred. This statute of limitations and any filing deadlines shall be tolled while the Parties engage in the Informal Resolution process.

### ***Termination Rights***

You have the right to opt-out and not be bound by the specific "Arbitration" and necessarily, the "Arbitration Costs" subsections set forth above, by sending written notice of your decision to opt-out to the following address via certified mail: 4111-e Rose Lake Dr, Charlotte NC 28217. The notice must be sent within thirty (30) days of your first use of the Services following the effective date of these Terms and Conditions, otherwise you shall be bound to arbitrate disputes in accordance with these terms. If you opt-out of the specific "Arbitration" and "Arbitration Costs" subsections above, we will not be bound by them.

At any time, we may terminate our agreement to this Section. That termination will not affect any action that has already been initiated.

### **Waiver**

Any failure on our part to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

### **Severability**

If any provision of these Terms and Conditions is found to be contrary to any law or regulation of an administrative or governmental agency or body, such provision will be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. In the event such a provision cannot be modified and becomes invalidated or unenforceable, its invalidation or unenforceability will not affect the validity or enforceability of any other provision of these Terms and Conditions.

### **Entire Agreement**

These Terms and Conditions, together with our Privacy Policy, as each may be amended from time to time, constitute the complete and exclusive agreement between you and us with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or terms not specifically incorporated herein.

### **Changes in Terms and Conditions**



From time to time, we may add to, modify, or revise these Terms and Conditions. If a change is determined in our sole discretion to be material, we will notify you by e-mail or by posting a notice on this page. You agree that such modified Terms and Conditions will be effective upon our posting of such updates, unless otherwise set forth by us. Your continued use of the Services after such change becomes effective will constitute your affirmative acceptance to the modified Terms and Conditions. If you do not agree to, or cannot comply with, the Terms and Conditions as amended, you must stop using the Services.

## **Questions**

If you have any questions regarding these Terms and Conditions, contact us at [support@illumsoftworks.com](mailto:support@illumsoftworks.com).