



## OPERATIONS AND WEBSITE TERMS OF SERVICE

VERSION DATE: 25 APRIL 2025

This Terms of Service Agreement ("agreement"), and the Business Privacy Policy, also available on the same website within the Legal Information section, and incorporated herein by reference constitutes a legally binding agreement made between you, whether an individual or on the behalf of an entity ("user" or "you") and Lumen Well Company, LLC ("company" or "we" or "us" or "our"), concerning your access to and use of the website [lumenwell.co] as well as any other media form, media channel, mobile website or mobile application related or connected thereto collectively hereafter known as the ("site") and any business that you may choose to carry on between you and company.

Company makes no representation that the site is appropriate or available in other locations other than where it is operated by company. The information provided on the site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject company to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

**Users under 18 need permission from a parent or guardian to use the site.**

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the site. If you are a minor, you must have your parent or guardian read and agree to these terms prior to using the site. Persons under the age of 13 are not permitted to use the site or use company services.



YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY CONTINUING TO USE THE SITE. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT COMPANY MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE THE SITE OR COMPANY SERVICES.

#### **PURCHASES**

Company will accept payment for all goods and/or services provided to you by company through an Online Payment Processing Service. By initiating a purchase from company you agree to pay to company any and all charges at the prices then in effect for the goods or services that you initiated purchase of, and you authorize company to charge your presented payment method for any such amounts. If you have ordered a product or service that is subject to recurring charges then you agree to company charging your payment method on a recurring basis, without requiring additional approval from you for each recurring charge until such time as you effectively cancel the applicable product or service. Company reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales Tax will be added to the Sale Price of purchases as deemed required by company. Company may change prices at any time. All payments shall be tendered to company in US Dollars.

#### **RETURNS AND REFUNDS**

Company offers a (30) Thirty-Day Return, Exchange and Refund Policy on all Production (general stock) Items. Under this policy you may return an applicable item for Refund or Replacement should the item be found to be defective or unsatisfactory. Should you order any Commissioned (custom made) Item from company (50%) Fifty-Percent of the cost of the item must be tendered prior to production starting and the full balance due prior to taking delivery of the item. All sales are final on any Commissioned (custom made) Item and the item is sold "AS IS" and is not accepted for Return, Exchange or Refund.



## PROHIBITED ACTIVITIES

You are not permitted to access or use the site for any other purpose other than that for which company has made the site available to you. The site may not be used in connection with any other commercial endeavors except those that are specifically set forth, endorsed, authorized, or approved by company. Activities that are prohibited are, but also not limited to:

- ATTEMPTING TO BYPASS ANY MEASURES OF THE SITE DESIGNED TO PREVENT OR RESTRICT ACCESS TO THE SITE, OR ANY PORTION OF THE SITE
- DECIPHERING, DE-COMPILING, DISASSEMBLING OR REVERSE ENGINEERING ANY OF THE SOFTWARE MAKING UP ANY PART OF THE SITE
- INTERRUPTING OR CAUSING UNDUE BURDEN ON THE SITE OR THE NETWORKS OR SERVICES CONNECTED TO OR WITH THE SITE
- USING ANY INFORMATION OBTAINED FROM THE SITE TO HARASS, ABUSE OR HARM ANOTHER PERSON
- HARASSING, INTIMIDATING, MISTREATING OR THREATENING ANY REPRESENTATIVE OF COMPANY ENGAGED IN PROVIDING ANY PORTION OF COMPANY BUSINESS

## INTELLECTUAL PROPERTY RIGHTS

The content on site ("company content") and the trademarks, service marks and logos contained therein ("marks") are owned by or licensed to company, and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Company Content includes, without limitation, all source code, databases, functionality, software, site design, audio, video, text, photographs and graphics. All company graphics, logos, designs, page headers, button icons, scripts and service names are registered marks, common law marks or trade dress of company here in the United States and/or in other countries. Company marks and trade dress may not be used, as part of any other trademarks and/or as part of any domain name, in connection with any product or service in any manner that is likely to be misleading and may not be duplicated, imitated, or used, in whole or in part, without the prior written permission of company.



Company Content on site is provided to you "AS IS" for your information and personal use only and may not be used, duplicated, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the site, you are granted a limited license to access and use the site and company content and to download or print a copy of any portion of company content to which you have properly gained access solely for your personal use. Company reserves all rights not expressly granted to you in and to site and company content and marks.

### **THIRD PARTY WEBSITES AND CONTENT**

The site may contain links to other websites ("third party websites"), as well as, articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties ("third party content"). Such third party websites and third party content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by company, and company is not responsible for any third party content accessed through site. If you decide to leave site and access a third party website or to use or install any third party content, you do so at your own risk, and you should be aware that company terms and policies do not govern any such content. You should review the applicable terms and policies, including privacy and data gathering practices, of any websites to which you navigate to from site or relating to any applications you decide to use or install. Any purchases you make through or on third party websites will be through other websites and from another business, and company takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.



## **SITE MANAGEMENT**

Company reserves the right but does not have the obligation to:

- MONITOR SITE ACTIVITY
- IN SOLE DISCRETION OF COMPANY AND WITHOUT LIMITATION OR PRIOR NOTICE REFUSE, RESTRICT OR DISABLE ACCESS TO SITE
- MANAGE SITE IN A MANNER THAT PROTECTS THE RIGHTS AND PROPERTY OF COMPANY AND FACILITATES THE PROPER FUNCTION OF COMPANY BUSINESS

## **TERM AND TERMINATION**

This agreement shall remain in full force and effect while you use site or continue to conduct any form of business with company. You can terminate your use of site or participation with company at any time and for any reason. Any provisions of this agreement that, in order to fulfill the purposes of such provisions, need to survive the termination and/or expiration of this agreement, shall be deemed to survive for as long as necessary to fulfill such purposes. Company may modify this agreement from time to time. Company reserves the right to, at any time and without any prior notice, modify or discontinue, temporarily or permanently, any and all services that company does now or may choose to provide in the future.



#### GOVERNING LAW AND JURISDICTION

This agreement and all aspects of the operation of company and site shall be governed by and construed in accordance with the laws of the State of Alabama within the United States of America, without regard to conflict of law provisions. You and company hereby agree that any claims or disputes that should arise between you and company shall commence within the courts and jurisdiction of Houston County, Alabama, United States of America and that said courts shall have exclusive and complete jurisdiction over any such matters. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby completely excluded from this agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is completely excluded from this agreement. In no event shall any claim, action or proceeding by you related in any way to the operation of company and site be instituted more than a (2) Two-Year Period after the cause of action arose.

#### CORRECTIONS

Occasionally there may be information on site or other publications from company that contain typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. Company reserves the right to correct any such errors, inaccuracies or omissions and to change or update said information at any time, without prior notice.



## DISCLAIMERS

YOU AGREE THAT YOUR USE OF SITE AND COMPANY SERVICES WILL BE AT YOUR SOLE RISK. AND, TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH SITE AND COMPANY SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT ANY LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF SITE CONTENT OR ANY OF THE CONTENT OF ANY WEBSITE LINKED TO AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A)ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B)PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF SITE OR COMPANY SERVICES, (C)ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM SITE OR COMPANY SERVICES, (D)ANY BUGS, MALICIOUS SOFTWARE, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH SITE BY ANY THIRD PARTY, AND/OR (E)ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH SITE. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH SITE OR ANY HYPERLINKED WEBSITES, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR OR OBLIGATED TO MONITORING OF ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS.



IN NO EVENT SHALL COMPANY OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF SITE OR COMPANY SERVICES, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF COMPANY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR COMPANY SERVICES PROVIDED TO YOU DURING THE (30) THIRTY-DAYS PRIOR TO ANY CAUSE OF ACTION ARISING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### NOTICES

Any legal communication addressed to company must be in written form and sent by way of postal mail to:

- LUMEN WELL COMPANY, LLC  
8492 HIGHWAY 51  
NEW BROCKTON, AL 36351

Any other type of communication to company may be sent by way of email to:

- [CS@LUMENWELL.CO](mailto:CS@LUMENWELL.CO)

Any communication sent by company to you will be sent by the means and to such address as elected by you during the course of any business you should choose to carry on with company.





## ELECTRONIC SIGNATURES

Users are allowed through site to transmit and receive valid electronic signatures in the United States under the Electronic Signatures in Global and National Commerce Act (E-Sign Act) of 2000 and the Uniform Electronic Transactions Act (UETA) of 1999 as adopted by individual states. The signature of any given user and associated identity are not authenticated on site or by company. The use of any electronic signature and any associated identity shall be processed through a site vendor (service provider).

## MISCELLANEOUS

This agreement constitutes the entire agreement between you and company regarding the use of site and company services. The failure of company to exercise or enforce any right or provision of this agreement shall not operate as a waiver of such right or provision. The section titles in this agreement are for convenience only and have no legal or contractual effect. This agreement operates to the fullest extent permissible by law. This agreement may not be assigned by you without the express written consent of company. Company may assign any or all of its rights and obligations within this agreement to others at any time. Company shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond the reasonable control of company. If any provision or part of a provision of this agreement is found to be unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this agreement and does not affect the validity and enforceability of any remaining provisions. Upon request of company, you will furnish company any documentation, substantiation or releases necessary to verify your compliance with this agreement. You hereby waive any and all defenses you may have based on the electronic form of this agreement and the lack of signing by the parties hereto to execute this agreement.



#### COMPANY IDENTIFICATION

You may locate or contact company by or at any of the means provided below:

Business Name: LUMEN WELL COMPANY, LLC

Business Address: 8492 HIGHWAY 51  
NEW BROCKTON, AL 36351

Business Website: LUMENWELL.CO

Customer Service: CS@LUMENWELL.CO

Business Phone: 334 525 5500

