We welcome you to our website, and encourage you to use our website to acquire information and take advantage of features and services offered on our website. Our agreement to allow you to use our website is subject to your agreement to certain rules for use of our website. The rules are in these Terms of Service. If you use our website, you are considered to have understood and agreed to these Terms of Service, so these Terms of Service are a legal contract between you and us.

In these Terms of Service, the words "LED123", "we", "us", and "our" refer to "LED 123 INC." and its affiliates and subsidiaries. The words "you" and "your" refer to you individually, if you accessed our website for personal purposes, or the organization that you represent, if you accessed our website on behalf of an organization. The word information includes the words content and material.

Your use of services on this website and your purchase of products or services through our website is subject to specific guidelines, terms or agreements, referred to as Specific Terms, that supplement these Terms of Service. Any sale of products or services through our website is subject to the Terms and Conditions that are linked to the webpage for the sale of products or services. If there is a conflict between these Terms of service and Specific Terms for the sale of products or services, the Specific Terms control. These Terms of Service do not alter the terms or conditions of any agreement you may have with us to the extent that the other agreement governs issues other than your use of our website.

Our website is controlled and operated within Canada, and is designed for use by businesses worldwide and by consumers within Canada. LED123 MAKES NO REPRESENTATION THAT OUR WEBSITE IS APPROPRIATE FOR USE BY CONSUMERS OUTSIDE OF CANADA.

Updates

We may change these Terms of Service from time to time, by posting updates to our website. An update will be effective for any website use after the date of the update. We encourage you to review our Terms of Service from time to time for possible changes. Your use of our website after an update constitutes your agreement to the update.

Privacy and Cookies

Please review our <u>Privacy Policy</u>, which also governs your visit to our website and describes our practices concerning collection and use of information about visitors, including our use of cookies.

Electronic Communications

When you visit this website, or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures

and other communications that we provide to you electronically satisfy any legal requirement that the communications be in writing.

Submitting Information

By submitting information to LED123 using this website, you represent and warrant:

- you own or otherwise control all the rights to the information that you post or submit and the information is entirely your work and is not copied from any other source;
- the submitted information is accurate and a true statement of facts;
- use of the submitted information complies with these Terms of Service;
- · the submitted information will not cause injury to any person or organization; and
- the submitted information does not contain any malware or other devices intended to interfere with the operation of the website using viruses, programs or technology designed to disrupt or damage software or hardware or to gain unauthorized access to information.

As a visitor to this website, you agree that you will not use this website to:

- upload, post or otherwise transmit any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm anyone, including minors, in any way;
- market or sell products or services, except as may be agreed with LED123 in writing;
- interfere with the operation of the website using viruses, programs or technology designed to disrupt or damage software or hardware or to gain unauthorized access to information;
- employ a robot, spider or other process or device to harvest email addresses or other visitor's information or to monitor activity on the website;
- impersonate another person or entity or forge any electronic communication or message;
- transmit or post information in violation of confidentiality agreements or the intellectual property or personal representation rights of any other person; or
- Violate any applicable local, provincial/territorial, national or international laws.

If this website allows visitors to post information that can be viewed by the public, we will review the posts from time to time but the person or organization making a post is entirely responsible for the post and LED123 has no liability about the posts. You are responsible for ensuring that any post made using your email address complies with these Terms of Service. We have the right to edit any post for relevance and succinctness and to decline to allow or preserve any post. In addition, we have the right to remove any post, including any post we feel is inappropriate, illegal, offensive, potentially or harmful, or may negatively impact website operations.

If you provide us with a testimonial regarding use of our products or services, whether solicited or unsolicited, you authorize us to post that testimonial on our website in areas accessible to the public and to release your name or otherwise publicize the fact that you submitted information to us. We have the right to edit your submitted testimonial, including text as well as pictures and videos, as we think appropriate for presentation on our website. In addition, you authorize us to use all or portions of your testimonial for other purposes, for example in marketing materials or regulatory filings. In addition to the warranties above, you also represent and warrant that you have the authority to provide the testimonial to us for the purposes described in this paragraph, and that you have written approvals from anyone whose work, name or image appears in the testimonial. While we welcome all testimonials, inclusion of any testimonial on our website is entirely at our discretion.

We do not wish to receive through our website information that you may consider confidential or proprietary, for example new product or service ideas or information about your own business plans. Any information submitted to LED123 through email, posts to this website, or otherwise, will not be considered confidential unless we have specifically agreed otherwise in a written agreement signed by an authorized LED123 representative. Without this type of an agreement, you agree that there are no restrictions on our ability to use or distribute the information, and that we are free to use any ideas, concepts, know-how or techniques that you send us for any purpose and to modify, adapt, publish, translate, create derivative works from, distribute, and display throughout the world in any media information that you provide us.

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To provide LED123 notice of an infringement, you must provide a written communication to the attention of "DMCA Infringement Notification" care of Info@led123.ca that includes the information specified by the DMCA. You may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright. Any other feedback, comments, requests for technical support, and other communications should be directed to the other contacts provided on this website. You acknowledge that if you do not comply with all of the requirements of this paragraph, your DMCA notice may not be valid.

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If LED123 removes or disables access to information in response to an infringement notice, LED123 will make reasonable attempts to contact the owner or poster of the affected information. If you are contacted and feel that your information does not constitute infringement, you may provide LED123 with a counter-notification by written communication to the attention of "DMCA Infringement Notification" care of Info@led123.ca that includes the information required by the DMCA. You may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, please consult a lawyer.

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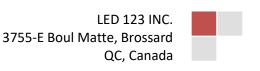
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