# **TERMS OF USE**

The following are the Terms of Use ("Terms") for the website www.controllaser.com (the "Site") owned by Control Laser Corporation (Control Laser Corporation and its affiliates and subsidiaries, individually and collectively, as the case may be, hereinafter referred to as "Control Laser," "us" or "we"). You ("user" or "you") should carefully read these Terms before using this Site so that you are aware of your legal rights and obligations with respect to the use of this Site and your prospective relationship with Control Laser. For additional information, you may contact us at webadmin@controllaser.com or visit the Site.

# 1. Your Acceptance

By using or visiting this Site, including without limitation contributing to or viewing the Site's Content (as defined below), you signify your agreement to (1) these Terms; and (2) our Privacy Policy at <a href="http://www.controllaser.com/privacy-policy">http://www.controllaser.com/privacy-policy</a> ("Privacy Policy"). These Terms apply to all users of the Site. If you do not agree to these Terms or the Privacy Policy then please do not access or otherwise use the Site or any information contained herein. You agree that these electronic Terms and the Privacy Policy, combined with your accessing and using the Site, have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature. You agree not to challenge the validity, enforceability, or admissibility of these Terms or the Privacy Policy on the grounds that they were electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print these Terms.

## 2. Ability to Accept Terms; Restricted Users

You affirm that you are over the age of 18 and have the power, authority and capacity to enter into these Terms, and that you are a U.S. citizen, or are physically present in the United States as you use the Site.

By using this Site, you signify you meet all of the foregoing criteria, and agree any action taken by you on the Site shall be deemed an action taken by you and, to the extent you are accessing this Site for your business or your employer, your actions shall be deemed to be authorized actions on behalf of your business or your employer, as applicable.

The Site permits employees from the same company to be grouped together for certain features and services. A new user who registers under the name of a specific company is given a "restricted" account until such user is verified by an authorized person from the company. The purpose of the restricted account is to limit the information that the new user can see on the Site with respect to the company (such as employee contact information and company online purchases). Control Laser may rely upon the certification of a company employee given via the Site that such employee is authorized to verify new users and Control Laser shall have (1) no responsibility to otherwise confirm the authority of a company employee, and/or (2) liability for providing a new user with access to company information after the new user has been verified.

#### 3. Website Access

A. Control Laser hereby grants you permission to use the Site, provided that: (i); you will not copy, distribute or modify any part of the Site without our prior written authorization; (ii) you will not send unsolicited or unauthorized advertisements, spam, chain letters, or the like; (iii) you will not transmit any Content which contains software viruses, or other harmful computer code, files or programs; (iv) you will not disrupt servers or networks connected to the Site; (v) you will not disobey any requirements, procedures, policies or regulations established from time to time regarding use of this Site or any networks connected to this Site; (vi) you will not engage in any other activity to circumvent established Internet security measures on the Site or elsewhere; and (vii) you comply with these Terms.

B. In order to access and use certain features and services of the Site, you must create an account and provide us with all requested information. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You must not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information or another person's name, likeness, voice, image or photograph. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify us immediately of any breach of security or unauthorized use of your account. You will be liable for any use made of your account or password and the losses of Control Laser or others due to such unauthorized use. Control Laser will not be liable for your losses caused by any unauthorized use of your account.

C. You agree not to use or launch any automated system that accesses the Site in a manner that sends more request messages to our servers in a given period of time than can be reasonably produced in the same period by using a conventional on-line web browser. Control Laser grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Control Laser reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect any personally identifiable information, including account names or e-mail addresses, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes.

D. Control Laser has the right to seek all remedies available at law and in equity for violations of these Terms.

## 4. Intellectual Property Rights

The content on the Site, including without limitation, the text, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, services and any other content on the Site ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Control Laser. Content on the Site is provided to you "AS IS" for your information and personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without Control Laser's prior written consent, which consent may be

granted or withheld in Control Laser's sole discretion. Control Laser reserves all rights not expressly granted in and to the Site. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site. The Marks and the collection, arrangement, and assembly of all Content on the Site are the exclusive property of Control Laser. Control Laser expressly reserves all intellectual property rights in the Marks and the Content. This section shall survive any termination of these Terms.

You acknowledge and agree that the information and materials presented to you on or through the Site, including without limitation the Content, are and shall remain the property of Control Laser and its licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. You may download one (1) copy of any material publicly available on the Site to any single computer for your personal, non-commercial use only, provided that you keep intact all copyright and other proprietary notices, and subject to all other terms and conditions of these Terms. You agree not to copy, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, any materials, including without limitation the Content, that are made available on or through the Site.

You may request, and Control Laser may provide, from time to time, certain Content which is confidential information of Control Laser, and which Control Laser intends to protect as confidential, including without limitation copies of materials presented at Control Laser seminars, tradeshows or meetings. Such Content is marked "confidential" or with a similar legend. In addition to the restrictions on the use of any Content set forth above, you agree to hold all confidential Content in strict confidence, not to disclose it to any third party, and to use at least reasonable care to protect its confidentiality and prevent its unauthorized use or disclosure.

All trademarks and service marks on the Site not owned by Control Laser are the property of their respective owners. The trade names, trademarks, and service marks owned by Control Laser, whether registered or unregistered, may not be used in connection with any product or service that is not Control Laser's, or in any manner that is likely to cause confusion with customers. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Control Laser's trade names, trademarks, or service marks without the prior express written permission of Control Laser.

#### 5. Modification and Termination

Control Laser may at any time: (i) modify or discontinue any part of the Site; (ii) charge, modify, or waive fees required to use the Site; or (iii) offer opportunities to some or all Site users. Control Laser reserves the right to make changes to these Terms at any time, and such changes will be effective immediately upon being posted on the Site. Each time you use the Site, you should review the current Terms. You can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the bottom of these Terms. Your continued use of the Site will indicate your acceptance of the current Terms.

Control Laser reserves the right, without notice and in its sole discretion, to terminate your account or your use of the Site and to block or prevent future access to and use of the Site (i) if

you violate any of these Terms, (ii) for any other reason, or (iii) for no reason. Upon any such termination, your right to use the Site will immediately cease.

You agree that Control Laser shall not be liable to you or any third party for any termination of your access to the Site. Upon termination, all provisions of these Terms which are by their nature intended to survive termination, all representations and warranties, all limitations of liability, and all indemnities shall survive such termination.

## 6. Limitation of Liability and Disclaimer of Warranties

THE SITE AND SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, YOU AGREE THAT YOU MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH THE USE OF THE SITE AND SERVICES. AND ANY RELIANCE ON THE ACCURACY, COMPLETENESS. USEFULNESS THEREOF. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CONTROL LASER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SITE AND SERVICES. INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CONTROL LASER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF CONTROL LASER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN PARTICULAR, AND WITHOUT LIMITATION, CONTROL LASER WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SITE, ANY SERVICE MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE, OR ANY PRODUCTS OR SERVICES ACCESSED, USED, ACQUIRED, OR DISCOVERED THROUGH OR IN CONNECTION WITH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY SERVICE IS TO STOP USING THE SITE.

WITHOUT LIMITING THE FOREGOING, CONTROL LASER MAKES NO REPRESENTATION OR WARRANTY THAT: (A) THE SITE OR ANY PRODUCT OR SERVICE WILL MEET YOUR REQUIREMENTS; (B) ACCESS TO THE SITE OR ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY SERVICE WILL BE ACCURATE, TIMELY, OR RELIABLE; (D) THE QUALITY OF ANY SERVICES ACCESSED OR USED THROUGH OR IN CONNECTION WITH THE SITE WILL MEET YOUR EXPECTATIONS; (E) ANY ERRORS IN THE SITE WILL BE CORRECTED; OR (F) THE SITE OR THE EQUIPMENT OR NETWORK(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES, BUGS, WORMS, DEFECTS, OR OTHER HARMFUL COMPONENTS.

While we try to maintain the Site's integrity and security (and the integrity and security of the servers on and in connection with which the Site is operated), we do not guarantee that the Site will be or remain secure, complete, or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies or errors, or materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Site. If you become

aware of such a situation, please contact us at **webadmin@controllaser.com** with a description of the material(s) at issue, and the location ("URL") where such material(s) appear.

# 7. Indemnity.

You agree to defend, indemnify and hold harmless Control Laser, its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Site; (ii) your violation of these Terms; or (iii) your violation of any third party right, including without limitation any copyright, property, publicity or privacy right. This defense and indemnification obligation will survive any termination of these Terms or your use of the Site. You must use your best efforts to cooperate with us in the defense of any such claim. We reserve the right to employ counsel and assume the exclusive defense and control of any such matter at your expense.

# 8. Assignment.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Control Laser without restriction.

#### 9. International Use.

Neither Control Laser nor its affiliates make any representation that the Site or Content is appropriate or available for use in locations outside the United States. Those who choose to access the Site from other locations are responsible for compliance with any applicable local laws and any applicable laws regarding the transmission of technical data exported from the United States of the country in which you are located.

#### 10. Transactions; Product Returns.

If you wish to purchase any product made available through the Site (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to Control Laser the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction. You may also request a quotation on the Site.

All descriptions, images, references, features, content, specifications, products, and prices of products described or depicted on the Site are subject to change at any time without notice. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only. The inclusion of any products on the Site does not imply or warrant that these products will be available. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any item purchased from this Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. Control Laser reserves the right, with or without prior notice, to do any one or more of the following: (i) limit the

available quantity of or discontinue any product; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar any user from making or completing any or all Transaction(s); and (iv) refuse to provide any user with any product. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

Control Laser or our agents may call or text by telephone regarding your account or your Transactions. You agree that we may place such calls or texts using an automatic dialing/announcing device. You agree that we may make such calls or texts to a mobile telephone or other similar device.

To return a product in compliance with Control Laser's return policy, you must first obtain a Return Merchandise Authorization ("RMA") number within the applicable return period for the product. Please click here to acquire an RMA number. All return requests must be filed online. Control Laser will not accept returns without prior authorization and an RMA number. Once issued, RMA numbers are valid for 15 days within which return products must be received by Control Laser. RMA numbers will not be extended or reissued. Purchaser should prominently display the RMA number(s) on the shipping label of boxes containing the returned product. Purchaser is solely responsible for shipping any returned product to Control Laser. Purchaser agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. Purchaser agrees to bear all shipping and insurance charges and all risk of loss for the return product during shipment. Purchaser agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing. Control Laser's return procedure will be breached and Control Laser may, in its sole discretion, reject the entire return or choose to impose additional charges against the purchaser for replacement of the missing component(s). Control Laser will not refund to purchaser the original shipping charges. In addition, purchasers will be assessed a 15% restocking fee against the purchaser's account on all returns for refund.

## 11. Points Program Terms and Conditions.

As a registered user of the Site, you can earn points for each eligible purchase that you make on the Site and you can spend the points you have earned on the Site (the "Control Laser Points Program"). If you decide to participate in the Control Laser Points Program, you will be subject to the following terms and conditions:

A. You are eligible to participate in the Control Laser Points Program if you have a registered account on the Site. Non-registered customers or "guest checkouts" are not eligible to participate.

B. You can earn points in the Control Laser Points Program through your purchases of eligible items (as identified on the Site) and for other actions, as determined by Control Laser from time to time, including logging in to the Site, posting forum topics, etc. In Control Laser's sole discretion, points may also be offered to you as courtesy from time to time. If you make a purchase of certain eligible items, your points are earned and will be available for use 30 days

after the invoice date. When you earn your points through purchases, you earn 1 point for every 20 pre-tax dollars that you spend on an eligible item after instant rebate, promo code and/or other discount. Points may not be earned on purchase amounts paid with previously earned points.

- C. Once you have points that are available to use on the Site, you have 90 days to redeem the points before they expire. When using or redeeming your points, 10 points are equivalent to one dollar (\$1.00). Points can be redeemed in the shopping cart to purchase any Control Laser products. Points cannot be used to purchase pre-orders, some promotional items or gift cards. When you redeem points, Control Laser will calculate the purchase price as follows: (1) first, any promo code and/or combo discount is deducted from the sale price; (2) points are then deducted; (3) any gift card payment is thereafter deducted; and (4) the remaining amount is charged to the credit/debit card. At this time, there is no restriction on the maximum points that can be redeemed per day.
- D. Points will expire 90 days after the date they were first made available to use. If you do not redeem all your points within this time frame, you forfeit all such points. However, if you purchase any eligible item, then the expiration date for all your unused points will be extended for another 90 days.
- E. Control Laser reserves the right to determine the kind of payment methods that qualify to earn points.
- F. Control Laser will calculate returns and refunds as follows: (1) points are first credited to the account; (2) then, any gift card amount is credited; and finally, (3) the remaining amount is credited to the credit/debit card. If you return an item that you purchased with points, those points will be posted back on your account, and the expiration date of all unused points will be extended for another 90 days. If you return any eligible item, your earned points from the eligible item will be removed from your account.
- G. Control Laser reserves the right, in its sole discretion, to cancel, change, suspend or modify any aspect of the Control Laser Points Program Terms and Conditions without notification. Participation in the Control Laser Points Program is considered acceptance of these Control Laser Points Program Terms and Conditions and any modified terms included therein, as well as Control Laser's policies with regards to purchasing and using Control Laser's products.
- H. The Control Laser Points Program has no pre-determined termination date and may continue until such time as Control Laser, in its sole discretion, decides to terminate all or any portion of the Control Laser Points Program with or without notice.
- I. By participating in the Control Laser Points Program, you release Control Laser, its shareholders, subsidiaries, affiliates, directors, officers, employees and agents, and their respective directors, officers, employees, and agents from any and all liability for any loss, harm, damages, cost or expense arising out of or in any way connected to the Control Laser Program.

# 12. Submissions; Blog Posting; Posting in Forums on Site

Control Laser welcomes your comments and other communications that you submit through or to the Site ("User Content") as long as the User Content submitted by you complies with these

Terms. You agree that any User Content: will be accurate; will not violate or facilitate the violation of any law or regulation; will not violate any right of a third party, including copyright, trademark, privacy, or publicity rights; will not cause injury to any person or entity; and will not contain, or provide links to, obscene, profane, or threatening language, malware, political campaigning, commercial solicitation, chain letters, mass mailings, any form of "spam", or any material that could be considered harmful, sexually explicit, indecent, lewd, violent, abusive, or degrading. You are solely responsible for the User Content you submit, and Control Laser assumes no liability for any User Content submitted by you. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, in our sole discretion: (i) monitor User Content; (ii) alter, remove, or refuse to post or allow to be posted any User Content; and/or (iii) disclose any User Content, and the circumstances surrounding its transmission, to any third party. Control Laser reserves the right to disable or terminate the account of a registered user, without notice, if Control Laser determiners the user has violated this policy.

For any User Content you submit, you grant to Control Laser a non-exclusive, sub-licensable, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, display, perform, transmit, copy, modify, delete, adapt, publish, translate, create derivative works from, sell and distribute such User Content and to incorporate the User Content into any form, medium, or technology, now known or hereafter developed, throughout the world, all without compensation to you. For this reason, do not send us any User Content that you do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. In addition, you grant to Control Laser the right to include the name provided along with the User Content submitted by you; provided, however, Control Laser shall have no obligation to include such name with such User Content. We are not responsible for the use or disclosure of any personal information that you voluntarily disclose in connection with any User Content you submit. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law under any legal theory.

Content is also provided by third party visitors to the Site. Please note that Site visitors may post content that is inaccurate, misleading, or deceptive. Control Laser neither endorses nor is responsible for any opinion, advice, information, or statements made by third parties. Control Laser will not be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed by third parties reflect solely the opinions of the individuals who submitted such opinions and may not reflect the opinions of Control Laser.

# 13. DMCA - NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

It is Control Laser's policy to respond to notices of alleged infringement that comply with the federal Digital Millennium Copyright Act ("DMCA"). Copyright-infringing materials found on the Site can be identified and removed pursuant to the process listed below, and you agree to comply with such process in the event you are involved in any claim of copyright infringement to which the DMCA may be applicable.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide Control Laser's copyright agent the written information specified below. This procedure is exclusively for notifying Control Laser that your copyrighted material has been infringed. Note that Control Laser will not make any legal decisions about the validity of your claim of infringement or the possible defenses to a claim. When a clear and valid notice is received pursuant to the process listed below, Control Laser will respond by either taking down the allegedly infringing content or blocking access to it. Control Laser may contact the notice provider to request additional information. Under the DMCA, Control Laser is required to take reasonable steps to notify the user who posted the allegedly infringing content (the "Poster"). The Poster is allowed under the law to send Control Laser a counter-notification. Notices and counter-notices are legal notices distinct from regular Site activities or communications. Control Laser may publish or share such notices with third parties in our sole discretion (in addition to producing them pursuant to a subpoena or other legal discovery request). Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys' fees. Any person who is unsure of whether certain material infringes a copyright held by such person or a third party should contact an attorney.

In order to file a DMCA notice, the copyright owner must send in a written letter by fax, regular mail, or email only. Control Laser reserves the right to ignore a notice that is not in compliance with the DMCA, and we may, but are not obligated to, respond to a non-compliant notice.

#### A DMCA notice must:

- 1. Identify specifically the copyrighted work(s) believed to have been infringed (for example, "The text that appears at [list location on the Site] is my copyrighted work.");
- Identify the Content that a copyright owner claims is infringing upon copyrighted work.
   The copyright owner must provide information reasonably sufficient to enable Control
   Laser to locate the item on the Site. The copyright owner should provide clear
   screenshots of the allegedly infringing materials for identification purposes only. The
   information provided should be as detailed as possible;

- 3. Provide information sufficient to permit Control Laser to contact the copyright owner directly: name, street address, telephone number, and email (if available);
- 4. If available, provide information sufficient to permit Control Laser to notify the Poster (email address preferred);
- 5. Include the following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
- 6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed";
- 7. Be signed; and
- 8. Be sent to Control Laser's DMCA designated agent at the following address:

## **DMCA** Designated Agent:

Fred Nielson
Copyright Agent C/O Control Laser Corporation
7101 TPC Drive, Suite 100
Orlando, Florida 32822 U.S.A.
sales@controllaser.com
Facsimile: 407-926-3590

Telephone: 407-926-3590

## 14. Posting of Resumes

Users of the Site may post their resumes for consideration by Control Laser. Control Laser makes no representations about jobs being available and does not guarantee that each user who submits a resume will be contacted. Control Laser reserves the right to delete your resume and all of your information in the event that Control Laser does not offer you employment or for any other reason.

## 15. Sample Requests

Control Laser allows users of the Site to submit a sample request. This is a free service that allows the user to send Control Laser an item to see whether Control Laser can lase on the item. If Control Laser agrees to accept the item to perform the sample request, Control Laser will notify the user and the user will be responsible, at its expense, to send the item to Control Laser (at the address specified by Control Laser). Control Laser does not guarantee that it will be able to lase on every item. Control Laser shall have no liability to any user for damages to an item that a user sends to Control Laser. If an item is regulated under the United States International Traffic in Arms Regulations ("ITAR"), the user must inform Control Laser. Control Laser reserves the right to refuse any sample request for any reason.

#### 16. General

The Site is controlled and operated by Control Laser from its principal office in the State of Florida, U.S.A., and is not intended to subject Control Laser to the laws or jurisdiction of any state, country or territory other than the State of Florida and the United States of America. Control Laser does not represent or warrant that the Site or the Content or any aspect thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the

Site do so on their own initiative and at their own risk, and are responsible for complying with local laws. We may limit the availability of the Site to any person, geographic area, or jurisdiction we choose, at any time in our sole discretion. These Terms, the Privacy Policy and the relationship between you and Control Laser are governed by and construed in accordance with the laws of the State of Florida, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Orange County, Florida and waive any jurisdictional, venue, or inconvenient forum objections to such courts. These Terms, together with the Privacy Policy and any other legal notices published on the Site, shall constitute the entire agreement between you and Control Laser concerning usage of the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms shall survive your usage of the Site and the termination of your relationship with Control Laser. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## 17. Other Agreements

These Terms may be supplemented or amended by the provisions of other "click-through" agreements between you and Control Laser found on our Site (the "Other Agreements"). In such cases, you may be asked to expressly consent to the terms of such Other Agreements, for example, by checking a box or clicking a button marked "I agree" or "I accept." If any provision of these Terms are different than or conflict with the provisions of those Other Agreements, the provisions of the Other Agreements will supplement or amend the provisions of these Terms.

#### 18. Contact Us

If you have any questions or comments regarding these Terms and/or our Privacy Policy please send an e-mail to **webadmin@controllaser.com** or call us at 407-926-3500.