



## Terms of Use Agreement

Welcome to our Web site. By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The term "Finelite" or "us" or "we" or "our" refers to Finelite, Inc., the owner of this Web site. The term "you" refers to the user or viewer of our Web site.

### 1. Acceptance of Agreement.

You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to [www.finelite.com](http://www.finelite.com) and [finelite.pinnaclecart.com](http://finelite.pinnaclecart.com) and any successor sites (the "Site"). This Agreement, and Finelite's Privacy Policy and Terms of Sale, which are incorporated herein by reference, constitute the entire and only agreement between us and you, and supersede all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site. Your continued use of the Site after we post any changes constitutes your acceptance of such changes.

### 2. Copyright.

The content, organization, graphics, design, photography, compilation and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary rights, including but not limited to intellectual property rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by Section 4 below, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. Finelite's posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. Some of the content on the Site, such as photography, is the copyrighted work of third parties.

### 3. Service Marks.

"Gridbox™," "On-Grid™," "Top Glow™," and "FineTune™" are our service marks or registered service marks or trademarks. Other product and company names mentioned on the Site may be trademarks of their respective owners.

### 4. Limited License; Permitted Uses.

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site strictly in accordance with this Agreement; (b) to use the Site solely for internal, personal and non-commercial purposes; and (c) to print out discrete information from the Site solely for internal, personal, and non-commercial purposes, provided that you maintain all copyright and other policies contained therein. No print out or electronic version of any part of the Site or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

### 5. Restrictions and Prohibitions on Use.

Your license for access and use of the Site and any information, materials or documents (collectively defined as Content and Materials) therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted by Section 4 above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content and Materials retrieved therefrom; (b) use the Site or any Content and Materials obtained from the Site to develop, as a component of, any information, storage and retrieval system, database, information base or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Site; (d) use any Content and Materials from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site or the Content and Materials; (f) make any portion of the Site or Content and Materials available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse-engineer any Site software or use any network monitoring or discovery software to determine the Site architecture; (h) use any automatic or manual process to harvest Content and Materials from the Site; (i) use the Site for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Site in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; or (k) export or re-export the Site or Content and Materials, or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

### 6. Linking to the Site.

You may provide links to the Site, provided (a) that you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice or other notices on the Site, (b) your site does not engage in illegal or pornographic activities, and (c) you discontinue providing links to the Site immediately upon request by us.

### 7. Errors, Corrections and Changes.

We do not represent or warrant that the Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Site at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

### 8. Nontransferable.

Your right to use the Site is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.

### 9. Disclaimer.

The information, content and documents from or through the Site are provided "as-is," "as available," with "all faults," and all warranties, express or implied, are disclaimed, including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose. The information and services may contain bugs, errors, problems or

other limitations. We have no liability whatsoever for your use of any information or service. In particular, but not as a limitation thereof, we are not liable for any indirect, special, incidental or consequential damages, including damages for loss of business, loss of profits, litigation, or the like, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. The negation and limitation of damages set forth above are fundamental elements of the basis of the bargain between us and you. This Site and the products, services, documents and information presented would not be provided without such limitations. No advice or information, whether oral or written, obtained by you from us through the Site or otherwise shall create any warranty, representation or guarantee not expressly stated in this agreement. All responsibility or liability for any damages caused by viruses contained within any electronic file containing a form or document from the Site is disclaimed.

#### 10. Limitation of Liability

We shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from (a) any errors in or omissions from the Site, (b) the unavailability or interruption of the Site or any features thereof, (c) your use of the Site, or (d) the content contained on the Site; and in no event will our aggregate liability to you exceed \$100.

#### 11. Information and Press Releases.

The Site contains information and press releases about us. We disclaim any duty or obligation to update this information or any press releases.

#### 12. General

This Agreement, the Privacy Policy and Terms of Sale constitute the entire agreement between Finelite and you with respect to your use of the Site and supersede all prior or contemporaneous agreements or understandings. Finelite's failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. If a court should find that one or more provisions contained in this Agreement is invalid, you agree that the remainder of the Agreement shall be enforceable. Finelite shall have the right to assign its rights and/or delegate its obligations under this Agreement, in whole or in part, without restriction. You may not assign your rights or delegate your obligations under this Agreement without the prior written consent of Finelite. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is excluded and does not apply to this Agreement. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of the State of California.

If you have any questions about this Site, please feel free to contact us any time at [techsupport@finelite.com](mailto:techsupport@finelite.com) or Finelite's main number at (510) 441-1100.

Last Updated: July 20, 2007

## ABOUT US

About Finelite  
News  
Media Center  
Awards  
Career Opportunities

## RESOURCES

Document Library  
eCatalog  
Project Showroom  
Mounting Info  
IES Files  
Revit Library

## VISIT US AT

Finelite LED  
Toward Net Zero Energy