



Luxul Beta Program Policy

Terms and Conditions

These Official Rules ("Official Rules") govern your participation in the Luxul Beta Program (the "Program"). If you do not agree to any provision of these Official Rules, do not register for, or participate in, the Program. Subject to these Official Rules,

- Only those who are of legal age in their state, province or territory of residence and who are authorized to use qualifying Luxul brand business products ("Qualifying Products") distributed by Luxul ("Luxul") are eligible to participate in the Program (each, an "Eligible Participant"). Eligible Participants are authorized to use beta products only under their own name. If you are unsure if you are an Eligible Participant, please contact the Luxul Beta Program Administrator ("Administrator") at beta@luxul.com.
- To participate in the Program, an Eligible Participant must register to participate by submitting all required registration information at the Program Website and receive a confirmation of registration via email or regular mail from either Luxul or its Administrator (each, a "Registered Participant"). All fields must be filled out completely for registration to be processed. Incomplete registration forms cannot be processed. Luxul reserves the right to reject any registration in its sole discretion and may terminate, suspend or cancel any Registered Participant's right to participate in the Program at any time.
- Luxul determination of participant eligibility or any questions or disputes arising under the Program, these Official Rules or any other Program rules or restrictions shall be final.
- Products received under this Program are considered Not for Resale (NFR). Receiving Luxul products under this Program for purposes of resale or redistribution to third parties is prohibited, and upon discovery of any such resale or redistribution activities, any pending transaction will be cancelled and participation in the Program will be suspended. Luxul also reserves the right to pursue available remedies in law and/or in equity.
- Registered Participants are responsible for paying all applicable federal, state, provincial or local taxes that may be due as a result of their participation in the Program, if applicable.
- No refunds will be issued in respect of Luxul products received through this Program. Products arriving in damaged or operationally defective condition will NOT be subject to standard limited warranty coverage but will be replaced by the sole discretion of Luxul and the Administrator.
- The discovery of any falsification of any information submitted under the Program or any other attempts to undermine or otherwise defraud the Program, Luxul, the Administrator, the Program Website or any other aspect of the Program, will result in the immediate termination of the Registered Participant from the Program. ANY ATTEMPT BY REGISTERED PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, LUXUL RESERVES THE RIGHT TO SEEK DAMAGES AND CRIMINAL SANCTIONS AGAINST SUCH REGISTERED PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

- Luxul storage and use of any personal information Registered Participants submit to the Program Website will be subject to, and managed in accordance with, the Luxul Privacy Policy.
- Luxul assumes no responsibility for lost, late, damaged, incomplete, stolen, misdirected, illegible, unreadable or returned entries; or for any computer, telephone, cable, satellite, network, electronic or Internet, hardware or software malfunctions or failures, garbled, corrupt or jumbled transmissions, or service provider/Internet/web site accessibility or availability, traffic congestion, technical failures, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information or the failure to capture such information.
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- Luxul reserves the right to modify, suspend or terminate the Program at any time with or without notice. Luxul may modify or update these Official Rules at any time with or without notice by posting any modified or updated Official Rules within the Program Website. The Program, and the format, elements, rules, duration and/or terms and conditions of the Program may be modified, amended and/or discontinued at any time, with or without notice.
- The Program is void where prohibited by law.
- All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Eligible Participants or Registered Participants or any other parties in connection with the Program, shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without regard for conflicts of law doctrine, and all related legal proceedings shall take place in Salt Lake City, Utah.

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