

Luminate – Online Consumer Terms for a Nova Light Mask

Nova Light Mask Terms and Conditions

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Change Log:

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A Luminate Nova Light Mask (“**Nova Light Mask**”) is a consciousness-shifting light mask designed to effortlessly immerse you into deep states of rest, relaxation and inner exploration. Developed through thousands of EEG brain scans, a Nova Light Mask uses precise flickering light sequences to gently synchronise your brainwaves, guiding you into a deeply meditative, semi-psychedelic state.

1. WHO WE ARE

- 1.1. “**We**”, “**us**”, “**our**” or “**Luminate**” means Luminate Growth Limited. We are a company registered in England and Wales with company number 12254320. Our registered address is at: Runway East Temple Meads 101 Victoria St, Redcliffe, Bristol, England, BS1 6PU. More information about us and our business is available on our website: <https://luminete.co/> (the “**Website**”).
- 1.2. If you have any questions about these Consumer Terms or the Nova Light Mask, please contact us by email: support@luminete.co and we will look to respond within 2 working days.

2. THESE TERMS

- 2.1. These terms and conditions, as amended by Schedule 1 or Schedule 2 where applicable (together the “**Consumer Terms**”) apply solely to your purchase of a Nova Light Mask from our Website.
- 2.2. These Consumer Terms cover physical goods only and apply to all purchases of a Nova Light Mask. Access to and use of the Website, Luminate mobile application and related digital content/services (the “**App**”) are governed separately by website terms of service (“**Website Terms**”) our App subscription terms (the “**App Terms**”) respectively available in-App and on our Website. Unless we expressly state otherwise at checkout, your purchase of a Nova Light Mask does not include any paid App subscription. Where a promotional subscription period is expressly stated at checkout, that period will be included on the terms set out in the App Terms.
- 2.3. You must be at least 18 years old to purchase a Nova Light Mask.
- 2.4. Please read these Consumer Terms carefully. By signing these Consumer Terms, you acknowledge that you have read, understood, and agree to be bound by them. You “sign” and accept these Consumer Terms by clicking “I agree” on the checkout screen to complete the purchase of the Nova Light Mask. If you disagree with one or more than one of these Consumer Terms or find them unacceptable in any way, including without limitation the indemnity provision, please do not agree to these Consumer Terms or purchase the Nova Light Mask.
- 2.5. Our Nova Light Masks are supplied for personal use only and you are not permitted to onward sell the Nova Light Mask. If you are purchasing as, for, or on behalf of, or for use in the context of, a business, (a “**Business Purchase**”) the terms and conditions of Schedule 1 (Business Terms) shall

apply in addition to these Consumer Terms and Schedule 1 (Business Terms) shall prevail to the extent of any conflict with these Terms and Conditions for that Business Purchase.

US Orders

- 2.6. If, when placing your order, you provide a delivery address in the United States of America and we confirm at checkout that we will ship to that address (a “**US Order**”), the Consumer Terms apply as modified by Schedule 2 (US Terms). To the extent of any conflict between the Consumer Terms and Schedule 2 (US Terms), Schedule 2 prevails for those US Orders only.
- 2.7. For the avoidance of doubt, Schedule 2 does not apply where your order is not a US Order.

3. SAFETY AND MEDICAL INFORMATION

- 3.1. **The Nova Light Mask is not a medical device.** The Nova Light Mask is not to be used for medical diagnosis or medical treatment of any condition, disease or symptom. BEFORE USING THE NOVA LIGHT MASK, PLEASE REFER TO THE MEDICAL WAIVER SECTION OF THE APP TERMS.
- 3.2. Lumenate uses flickering light, which may trigger epileptic seizures in susceptible individuals. Rarely, this includes individuals with no known seizure risk.
- 3.3. For your own safety, you should ONLY use Lumenate if:
- a) You are 18+ years old
 - b) You don't have a personal or family history of epilepsy. You must avoid Lumenate if: You have ever had an epileptic seizure or a member of your direct family suffers from epilepsy of any kind
 - c) Flickering light or screens have not caused you to have twitching, an absence, confusion or severe dizziness
 - d) You have not had unexplained blackouts, absences or morning head or limb jerks
 - e) You have not had a brain injury, brain surgery or a brain tumour. You must avoid Lumenate if you have had any type of brain injury (including but not limited to a stroke, cerebral palsy, encephalitis, head injury, brain surgery) or you have had a brain tumour
 - f) You're not currently pregnant
 - g) You are not currently sleep deprived, or withdrawing from alcohol or sedatives, or taking any seizure-triggering medication
 - h) You are not currently suffering from psychosis, severe panic attacks, severe dissociation, or feeling suicidal
 - i) You're aware that this Product may trigger fits, migraines, headaches and motion sickness in susceptible people
 - j) You've read and understood the Medical Risk Information provided to you during the onboarding process in the App, noting that exclusion criteria listed and information are non-exhaustive and do not replace seeking medical advice, if you are concerned about any medical risks from using the App.

Please note, you can also find more information on points a-i on the Medical Risk Information page available [here](#).

4. ACCESSING NOVA LIGHT MASKS

What you are buying

- 4.1. A Nova Light Mask is designed to be used with the App. To access the full content library, premium features and use the Nova Light Mask, an active App subscription is required and must be purchased separately in accordance with our App Terms (see clause 8 below). The Nova Light Mask includes onboard light sequences which are accessible through the App. By purchasing the Nova Light Mask, you may be eligible for certain introductory offers in accordance with our App Terms or as otherwise specified on our Website.

Compatibility

- 4.2. Use of certain Nova Light Mask features requires:
- a) a compatible smartphone;
 - b) the then-current version of the App;
 - c) an internet connection; and
 - d) an active paid App subscription for premium content (where applicable). For more information, see clause 8 below.

Pre-orders

- 4.3. We may offer pre-orders. Estimated shipping windows are indicative only. You can cancel a pre-order at any time before we dispatch the order and receive a full refund. For more information, see clause 9 below.

Offline Sessions

- 4.4. Some limited light sequences may be accessible on the Nova Light Mask without an active internet connection during a session (for example, where you have enabled sessions for offline use via the App). You may only access and use such offline sessions if you have first registered an App account, accepted the App Terms (including any medical waiver) and, where applicable, completed any in-App safety screening. Offline sessions remain subject to the App Terms and the safety and medical information referred to in clause 3.

5. ORDERING PROCESS

- 5.1. You can place your order by following the Website checkout steps. You may review and correct any input errors before placing your order.
- 5.2. After you place an order, we will send you an order acknowledgement via email at which point a contract is formed between you and us.
- 5.3. If we cannot accept your order (for example, because the Nova Light Mask is out of stock, because of an error in price/description, or we suspect fraud/abuse), we will inform you and will not charge you (or will refund you in full if you have already been charged).

- 5.4. We reserve the right, without prior notification, to change descriptions or references to the Nova Light Mask, to limit the order quantity on the Nova Light Mask and/or to refuse service to you. Verification of information applicable to a purchase may be required prior to our acceptance of any order. Price and availability of any product or service are subject to change without notice. We are not responsible for errors in the prices or descriptions of any product or service.

6. PRICE, TAXES AND PAYMENT

- 6.1. Prices are those shown on the Website at the time of your order. We may change prices at any time before you place your order.
- 6.2. If you wish to purchase a Nova Light Mask, we or a third party provider will request certain information from you that is applicable to your transaction, including, without limitation, credit card and other payment and shipping information. By supplying such information, you grant us the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. You agree to pay all charges incurred by you at the price(s) in effect when such charges are incurred, including, without limitation, all shipping and handling charges. You shall also be responsible for paying any applicable taxes relating to your purchases. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MECHANISM USED IN CONNECTION WITH ANY TRANSACTION. We are not responsible for any fees or charges that your bank or credit card issuer may apply.
- 6.3. Prices will indicate whether VAT/sales tax is included. Shipping costs and any import duties or taxes (for deliveries outside the UK) are shown or calculated at checkout, where possible. You are responsible for any import clearance charges, duties and taxes payable locally.
- 6.4. We accept the payment methods shown at checkout. Payments are processed by our third-party payment processor. For pre-orders, we may either take payment at checkout or place an authorisation and capture payment closer to dispatch (as indicated at checkout). We will notify you at the checkout when payment will be taken.
- 6.5. If a pricing error is obvious and could reasonably have been recognised as a misprice, we may cancel any affected order and refund you.

7. DELIVERY, RISK AND TITLE

- 7.1. Delivery options, costs and target timeframes are shown at checkout. Delivery dates are estimates and not guaranteed.
- 7.2. We may deliver in separate installments if part of your order is delayed. You will not be charged extra for split shipments.
- 7.3. Risk in the Nova Light Mask passes to you upon our delivery of the Nova Light Mask to the carrier. Title passes on the later of: (1) delivery; or (2) receipt of all sums due for the Nova Light Mask.
- 7.4. Please inspect the parcel on delivery. If it appears damaged or tampered with, note this with the courier and contact us promptly with details, including photos, using the contact details in clause 20 below.

8. APP DEPENDENCY AND SUBSCRIPTIONS

- 8.1. The Nova Light Mask interfaces with the App. Certain features are available only with a paid App subscription. Your use of the App is governed by the App Terms, available in-App and on our Website.
- 8.2. Except where expressly stated at checkout, purchase of a Nova Light Mask does not include any paid App subscription period. From time to time, we may offer promotional access with any such promotion being subject to the App Terms and the offer details shown at checkout or otherwise on our Website.
- 8.3. We are not responsible if you cannot use premium Nova Light Mask features due to your failure to maintain a compatible device, operating system, internet connection or App subscription. This does not affect your statutory rights regarding faulty or mis-described goods (see clause 13 below).

9. PRE-ORDERS

- 9.1. If you pre-order, you are buying a Nova Light Mask in advance of manufacture and stock. Estimated delivery windows will be shown at checkout and in your order acknowledgement.
- 9.2. You may cancel a pre-order at any time prior to our shipping of the order and you will receive a full refund to your original payment method.
- 9.3. We may amend manufacturing and delivery timelines for legitimate reasons (for example, certification or supply chain delays). We will keep you updated by email. If the revised estimate is not acceptable, you can cancel the pre-order under clause 9.2.

10. YOUR RIGHT TO CHANGE YOUR MIND (UK CONSUMERS)

- 10.1. If you are an individual consumer in the UK and you bought online, you have a legal right to cancel your order within 14 days of delivery without giving a reason (“**Cooling-off Period**”). To exercise this right, follow the instructions in clause 12 and any return instructions or labels provided with the Nova Light Mask.
- 10.2. In connection with clause 10.1, you must return your Nova Light Mask to us within 14 days of telling us you wish to cancel. You are responsible for the cost of return unless we offer free returns or your Nova Light Mask is faulty/misdescribed.
- 10.3. You may handle your Nova Light Mask to the extent necessary to assess its nature, characteristics and functioning (as you would in a shop). We may deduct from your refund any loss in value resulting from unnecessary handling or use.
- 10.4. The Cooling-off Period does not affect your statutory rights if a Nova Light Mask is faulty or misdescribed (see clause 13 below).

11. RETURNS FOR CHANGE-OF-MIND (NON-UK)

If you are outside the UK, local consumer laws may provide cancellation or return rights. Where required by applicable law, we will permit returns in accordance with the statutory period of your local consumer laws, for an unused Nova Light Mask in undamaged and resalable and working condition, with all original accessories and packaging. For returns for US Orders, please see Schedule 2. You are responsible for return shipping unless your Nova Light Mask is faulty or misdescribed (see clause 13 below).

12. HOW TO CANCEL (OR RETURN)

- 12.1. To cancel within the Cooling-off Period (or our goodwill window described in clause 11 above), please email support@lumenate.co with your order number. We will provide return instructions as part of your Nova Light Mask package.
- 12.2. Please pack your Nova Light Mask securely and use a tracked service. Keep your proof of postage.
- 12.3. Refunds will be made within 14 days of the earlier of:
 - a) our receipt of the returned Nova Light Mask; or
 - b) you providing evidence of having sent it back; or
 - c) for cancellations before the Nova Light Mask has been dispatched, within 14 days of your notice of cancellation.
- 12.4. Except as set forth in clause 10, clause 11, or clause 13, we do not accept returns of or provide refunds for the Nova Light Mask. Any unauthorised returns will not be accepted.

13. FAULTY OR MISDESCRIBED NOVA LIGHT MASK – YOUR RIGHTS

- 13.1. We are under a legal duty to supply goods that conform with your contract with us.
- 13.2. If a Nova Light Mask is faulty or misdescribed, you may have rights to repair or replacement, price reduction or a refund under applicable consumer law (for example, UK Consumer Rights Act 2015). Please contact us and we will facilitate the appropriate remedy.
- 13.3. In addition to your statutory rights, we provide a limited hardware warranty that your Nova Light Mask will be free from material defects in materials and workmanship (“**Defect**”) for [12] months from delivery (the “**Warranty**”). This Warranty does not cover:
 - a) normal wear and tear, cosmetic damage or consumables;
 - b) physical damage, including damage caused by misuse, accident, neglect, unauthorised modifications/repairs, or failure to follow instructions/safety guidance;
 - c) issues caused by third-party software, apps or accessories; or
 - d) loss or theft.
- 13.4. If a Defect arises during the Warranty period and is confirmed upon inspection, we will, at our option, repair or replace your Nova Light Mask or refund the purchase price, subject to you returning your Nova Light Mask to us. This Warranty is in addition to your statutory rights, which always prevail where they offer greater protection.

14. USE AND USE RESTRICTIONS

- 14.1. You must use your Nova Light Mask strictly in accordance with the user guide, in-App prompts and safety information.

15. INTELLECTUAL PROPERTY

- 15.1. All intellectual property rights in the Nova Light Mask, its firmware and software, and in the App (including light sequences, content and audio) are owned by us or our licensors and are licensed

(not sold) to you. By purchasing or using the Nova Light Mask, you acquire no intellectual property rights in, or to, the Nova Light Mask firmware, software or the App beyond ownership of the physical Nova Light Mask device.

- 15.2. You must not reverse-engineer, disassemble, modify, adapt or create derivative works from a Nova Light Mask, its firmware or bundled software, except to the extent such restrictions are prohibited by law.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 16.1. We do not exclude or limit our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence; fraud; and for breach of your legal rights regarding the supply of goods.
- 16.2. If we fail to comply with these Consumer Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our negligence, but we are not responsible for loss or damage that is not foreseeable. Loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time of contract.
- 16.3. We are not responsible for business losses; we supply Nova Light Masks for personal use only. If you are purchasing as, for, or on behalf of, or for use in the context of, a business, Schedule 1 (Business Terms) applies and prevails to the extent of any conflict with these Consumer Terms.
- 16.4. We are not responsible for failures caused by events outside our reasonable control (force majeure). We will use reasonable efforts to notify you as soon as reasonably possible and take steps to minimise the effect.

17. EXPORT, SANCTIONS AND COMPLIANCE

- 17.1. You must comply with all applicable export control, sanctions and import laws/regulations. We may refuse to ship to certain countries, persons or addresses. We may cancel orders we cannot lawfully fulfil and in such case, we will inform you and will not charge you (or will refund you in full if you have already been charged).

18. CHANGES TO THESE TERMS

19. We may update these Consumer Terms from time to time at our discretion by posting the updated version on our Website, including to: (a) reflect a change in law or regulatory requirement; (b) make minor technical or clarificatory changes that do not materially affect your rights; (c) improve security; (d) reflect changes in the Nova Light Mask or to update our pricing; (e) promote safety or prevent abuse; or (f) correct an obvious error. The version that applies to your order is the version in force and accepted when you placed the order (as shown at checkout).

20. HOW WE USE YOUR INFORMATION

- 20.1. We will use and process data you give us that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with you (“**Personal Data**”) in accordance with our Privacy Notice, which is available here: [\[LINK\]](#).

21. GOVERNING LAW AND JURISDICTION

- 21.1. If you live in the United States, these Consumer Terms, as modified by Schedule 2 (US Terms), shall be governed by the laws set forth in Schedule 2 (US Terms).

- 21.2. If you live in the UK or any other country outside of the United States, these Consumer Terms are governed by the laws of England and Wales.
- 21.3. If you live in the United States, you may bring legal proceedings in the jurisdiction set forth in Schedule 2 (US Terms).
- 21.4. If you live in the UK or any other country outside of the United States, you may bring legal proceedings in the courts of the country where you live.
- 21.5. If you live outside the UK and US, you may benefit from any mandatory consumer protections of your country of residence, and nothing in these Consumer Terms affects those rights.

22. CONTACT AND COMPLAINTS

If you have questions, please contact us at support@lumenate.co. If we cannot resolve your concerns, you may have access to local consumer platforms. This does not limit your right to court proceedings.

Schedule 1 Business Terms

1. INTERPRETATION

- 1.1. This Schedule applies where a Nova Light Mask is purchased for or on behalf of a business (a “**Business Purchase**”). In that case the Consumer Terms continue to apply, as amended and supplemented by this Schedule. If there is any conflict between the Consumer Terms and this Schedule, this Schedule prevails for Business Purchases.
- 1.2. Capitalised terms not defined in this Schedule have the meanings given in the Consumer Terms. The definitions in this paragraph apply in this Schedule.

Business Day	means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
Business Purchase	means a purchase of a Nova Light Mask for or on behalf of a business;
Business Terms	means this Schedule 1;
Contract	means the contract formed under the Consumer Terms (as modified by this Schedule);
End User	means an individual participant who uses the Nova Light Mask for Professional Use;
Inspection Period	means the period of seven (7) Business Days beginning on the day after delivery;
Losses	means liabilities, damages, penalties and reasonable costs and expenses (including reasonable legal and experts’ fees).
Order	means an order for a Nova Light Mask placed via the Website checkout or otherwise in accordance with the Consumer Terms;
Professional Use	means any use of the Nova Light Mask by, or under the direction of, the Customer in the course of a business or profession (including paid or organised group sessions), and not private domestic use;
Safety Materials	means the safety, medical risk and usage materials (including in-App safety screening, warnings and contraindication notices) supplied or made available by Lumenate from time to time for presentation to End Users in connection with the Nova Light Mask and the App;

Third-Party Claim

means any claim, demand, action or regulatory investigation brought by a person other than the parties arising from or in connection with Professional Use;

2. CAPACITY AND AUTHORITY

- 2.1. The individual placing the Order warrants and represents that:
 - 2.1.1. they are acting for and on behalf of the business named in the Order (the “**Customer**”); and
 - 2.1.2. they have full power and authority to bind the Customer to the Contract.
- 2.2. Lumenate may, in its sole discretion, require the Customer to produce evidence reasonably satisfactory to Lumenate of the authority described in paragraph 2.1, and may decline or cancel any Order that does not, in Lumenate’s opinion, satisfy Lumenate’s onboarding, sanctions, know-your-customer, credit or other compliance checks.
- 2.3. References to “Customer” include references to any business, corporation, limited liability company, partnership, company, firm, association, joint venture, trust, governmental body, or other entity.

3. CUSTOMER TERMS

- 3.1. A Business Purchase concluded via the Website is made on the Consumer Terms as modified by these Business Terms. To the extent of any conflict, these Business Terms prevail for Business Purchases.
- 3.2. Any additional or modified terms supplied or referenced by the Customer are not incorporated and have no force or effect on Lumenate or the Business Purchase. This includes (without limitation) terms:
 - 3.2.1. linked or uploaded during checkout;
 - 3.2.2. referenced in free-text fields (for example, “notes to seller”);
 - 3.2.3. contained in, or referred to by, a purchase order number which may be provided for administrative purposes; or
 - 3.2.4. accessible via any URL pasted or otherwise provided during the order process.
- 3.3. A variation to the Consumer Terms or these Business Terms is only effective if expressly agreed in writing by Lumenate and stated to vary the applicable terms.

4. INSPECTION AND ACCEPTANCE

- 4.1. Without limiting any rights or obligations under the Consumer Terms, the Customer shall, within seven (7) Business Days after delivery (the “**Inspection Period**”), examine the Nova Light Mask for any defects (being, defects or shortages reasonably discoverable on normal visual inspection).
- 4.2. The Customer shall give written notice of any defects before the end of the Inspection Period, setting out reasonable particulars (and, where reasonably practicable, supporting images).
- 4.3. Subject to paragraph 4.4 below, the Nova Light Mask shall be deemed accepted on the earlier of:
 - 4.3.1. the Customer's first professional or sessional use of the Nova Light Mask; or

- 4.3.2. expiry of the Inspection Period without a notice of defect under paragraph 4.2.
- 4.4. Deemed acceptance under paragraph 4.3 is without prejudice to the Customer's ability to pursue remedies for latent defects (being, defects not reasonably discoverable on normal visual inspection within the Inspection Period) under the warranty provisions in the Consumer Terms.
- 4.5. On request, the Customer shall make the Nova Light Mask available for inspection, remote diagnostics and reasonable return of the Nova Light Mask at the Customer's cost and as instructed by Lumenate and shall take reasonable steps to mitigate loss pending resolution.

5. PROFESSIONAL USE: MANDATORY SAFETY OBLIGATIONS

- 5.1. The Customer shall ensure that, before any Professional Use, each End User is presented with, and required to acknowledge within the App, the then-current safety, medical risk and usage materials made available by Lumenate from time to time (the "**Safety Materials**"). The Customer shall not alter, summarise or omit the Safety Materials.
- 5.2. The Customer shall:
 - 5.2.1. ensure the Nova Light Mask is operated strictly in accordance with the Safety Materials and any in-App prompts applicable to the relevant session;
 - 5.2.2. provide competent supervision and a suitable environment for all sessions; and
 - 5.2.3. implement and enforce written internal procedures that are consistent with the Safety Materials.
- 5.3. The Customer shall maintain contemporaneous records evidencing compliance with this clause 5, including (without limitation) evidence of Safety Materials presentation and End User acknowledgements generated by the App, session dates/times, and supervising personnel. Records shall be retained for 7 years from the relevant session date and produced to Lumenate on reasonable request. The Customer shall ensure any Personal Data in such records is processed lawfully and in accordance with applicable data protection laws.
- 5.4. The Customer shall notify Lumenate without undue delay following any safety-related complaint, adverse event, or allegation that the Nova Light Mask has caused or contributed to harm, and shall cooperate with Lumenate's reasonable requests for information, diagnostics and remedial actions (including recall or field safety notices issued under this Schedule).
- 5.5. The Customer shall not disable, bypass or otherwise circumvent any in-App gating, screening or control implemented by Lumenate for safety purposes.

6. APP AND SUBSCRIPTIONS

- 6.1. Without prejudice to the Consumer Terms, the Customer shall:
 - 6.1.1. ensure that any access to or use of the App in connection with Professional Use is covered by a current subscription held on lawful terms; and
 - 6.1.2. procure and enforce compliance with the App Terms by its personnel and any End Users using the App under its control.
- 6.2. The Customer is responsible for all acts and omissions of such End Users and personnel as if they were the Customer's own acts or omissions.

- 6.3. Any material breach of the App Terms by the Customer (or by an End User or member of the Customer's personnel for whom the Customer is responsible) which is not remedied in accordance with those terms shall constitute a material breach of these Business Terms.
- 6.4. On reasonable request the Customer shall:
- 6.4.1. provide non-personal technical information and logs reasonably required to investigate safety, misuse or breach relating to Professional Use; and
 - 6.4.2. not, and shall ensure End Users do not, share accounts, circumvent in-App gating/screening, or otherwise interfere with technical or safety controls.
- 6.5. Any suspension or restriction of App access imposed in accordance with the App Terms may be treated by Lumenate as grounds to suspend performance under these Business Terms to the extent reasonably necessary for safety or legal compliance.

7. RECALLS AND CORRECTIVE ACTION

- 7.1. Without prejudice to any rights under the Consumer Terms, Lumenate may initiate or direct any recalls, withdrawals or safety notices where required by law or a regulator, or where Lumenate reasonably determines it is necessary for product safety, legal compliance or protection of intellectual property. Lumenate will control the content and timing of all external communications relating to these actions.
- 7.2. The Customer shall cooperate with Lumenate's instructions and implement the required action (including return, withdrawal, retrofit, disablement, software update or other field remedy) strictly in accordance with Lumenate's instructions. Where the corrective action is not caused by the Customer's breach, Lumenate will bear reasonable, properly incurred, pre-approved out-of-pocket costs.

8. INDEMNITIES

- 8.1. In addition to any indemnification obligations set forth in the Consumer Terms, Customer shall indemnify and keep indemnified Lumenate and its officers, employees and agents (the "**Indemnified Parties**") against all liabilities, damages, penalties and reasonable costs and expenses (including reasonable legal and experts' fees) awarded against, or incurred by, an Indemnified Party in connection with a Third-Party Claim to the extent such claim results from:
- 8.1.1. the Customer's failure to comply with the Professional Use obligations in this Schedule;
 - 8.1.2. the Customer's failure to implement and operate reasonable, documented steps to ensure End Users are made aware of the applicable risks and disclaimers before any session;
 - 8.1.3. misuse, unauthorised modification or operation of the Nova Light Mask contrary to Lumenate's instructions; or
 - 8.1.4. the Customer's breach of applicable law in connection with Professional Use, except to the extent the Third-Party Claim is caused by Lumenate's breach of contract, negligence, or wilful misconduct.

- 8.2. This indemnity operates without prejudice to the parties' other rights and remedies and is subject to any financial limitation of liability applicable to Business Purchases, save to the extent liability cannot lawfully be limited.

9. LIABILITY

- 9.1. The limits and exclusions in this clause 9 reflect the insurance cover Lumenate has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 9.2. Nothing in this Contract shall limit or exclude Lumenate's liability for:
- 9.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 9.2.2. fraud or fraudulent misrepresentation;
 - 9.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 9.2.4. defective products under the Consumer Protection Act 1987; or
 - 9.2.5. any matter in respect of which it would be unlawful for Lumenate to exclude or restrict liability.
- 9.3. Subject to paragraph 9.2:
- 9.3.1. Lumenate shall not be liable to the Customer, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 9.3.2. Lumenate's total liability to the Customer for all other Losses arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed the price paid or payable for the Order to which the claim relates.

10. GOVERNING LAW AND JURISDICTION

- 10.1. This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Schedule 2 US Terms Schedule

1. INTERPRETATION

- 10.2. This Schedule applies only to US Orders, meaning orders for Nova Light Masks to be delivered to an address in the United States of America. In that case the Consumer Terms continue to apply, as amended and supplemented by this Schedule 2 (US Terms). If there is any conflict between the Consumer Terms and this Schedule 2 (US Terms), this Schedule 2 (US Terms) prevails for US Orders.
- 1.1. If you are placing the US Order on behalf of a business, pursuant to a Business Purchase, you warrant and represent that:
- 1.1.1. you are acting for and on behalf of the business named in the US Order; and
 - 1.1.2. you have full power and authority to bind the Customer to the Consumer Terms, as modified by this Schedule 2 (US Terms).
- 1.2. Lumenate may, in its sole discretion, require the Customer to produce evidence reasonably satisfactory to Lumenate of the authority described in paragraph 2.1, and may decline or cancel any Order that does not, in Lumenate's opinion, satisfy Lumenate's onboarding, sanctions, know-your-customer, credit or other compliance checks.
- 1.3. References to "Customer" throughout this Schedule 2 (US Terms) shall mean You and any business, corporation, limited liability company, partnership, company, firm, association, joint venture, trust, governmental body, or other entity you are placing the US Order on behalf of (if any).
- 1.4. Any additional or modified terms supplied or referenced by the Customer are not incorporated and have no force or effect on Lumenate or the US Order. This includes (without limitation) terms:
- 1.4.1. linked or uploaded during checkout;
 - 1.4.2. referenced in free-text fields (for example, "notes to seller");
 - 1.4.3. contained in, or referred to by, a purchase order number which may be provided for administrative purposes; or
 - 1.4.4. accessible via any URL pasted or otherwise provided during the order process.
- 1.5. A variation to the Consumer Terms or these US Terms is only effective if expressly agreed in writing by Lumenate and stated to vary the applicable terms.

2. DEFINITIONS

- 2.1. Capitalised terms not defined in this Schedule 2 (US Terms) have the meanings given in the Consumer Terms. The definitions in this paragraph apply in this Schedule.

Business Day means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

End User means an individual participant who uses the Nova Light Mask by, or under the direction of, the Customer in the

course of a business or profession (including paid or organised group sessions), and not private domestic use.

Safety Materials

means the safety, medical risk and usage materials (including in-App safety screening, warnings and contraindication notices) supplied or made available by Lumenate from time to time for presentation to End Users in connection with the Nova Light Mask and the App.

3. SAFETY AND MEDICAL INFORMATION

- 3.1. The Nova Light Mask is not a medical device and is not to be used for medical diagnosis or medical treatment of any condition or symptom.
- 3.2. The HIPAA privacy rules apply to health plans, health care clearinghouses to any health care provider who transmits Protected Health Information in electronic form in connection with transactions for which the Secretary of Health and Human Services has adopted standards under HIPAA (the “covered entities”) and their service providers (“business associates”). “Protected Health Information” is individually identifiable health information that is protected by HIPAA and that we receive as a Covered Entity or on behalf of Covered Entities. “HIPAA” means Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time.
- 3.3. We are not a “health care provider,” “health plan,” “public health authority,” “employer,” “life insurer,” “school or university,” “health care clearinghouse,” “health insurance issuer,” “health maintenance organization,” “Medicare program,” “Medicaid program,” provider of a “Medicare supplemental policy,” a provider of a “long-term care policy,” provider of “employee welfare benefit plans,” provider of “veterans health care program,” provider of the “Civilian Health and Medical Program of the Uniformed Services,” provider of “The Indian health service program under the Indian Health Care Improvement Act,” or provider of “The Federal Employees Health Benefit Plan under chapter 89 of title 5” and we do not receive “health information” (as those terms are used in connection with HIPAA).
- 3.4. Customer acknowledges and agree that we are not covered by, and therefore are not compliant with, HIPAA. Customer understands and agrees that we are not a covered entity or a business associate and do not make clinical, medical, or other decisions related to Customer’s healthcare and any information provided through the Consumer Terms, including as amended and supplemented by this Schedule 2 (US Terms), the App, or the Website does not constitute the provision or practice of medical or professional health care advice or services. This means that the information that Customer provides to us is not protected by the HIPAA privacy rules and regulations. We specifically disclaim any representation or warranty that the Nova Light Mask, as offered, complies with HIPAA. We do not sign “business associate agreements” and Customer acknowledges that we are not a business associate, subcontractor, or agent of Customer’s pursuant to HIPAA.

4. USE AND USE RESTRICTIONS

- 4.1. Customer shall not, and shall not permit anyone else to: (a) directly or indirectly: sell, rent, lease, transfer, assign, or exploit the Nova Light Mask other than as expressly provided herein; (b) copy any features, functions, or look and feel of the Nova Light Mask; (c) interfere with the integrity or performance of the Nova Light Mask; (d) disable, bypass or otherwise circumvent any in-App gating, screening or control implemented by Lumenate for safety purposes; (e) access or use the Nova Light Mask if Customer is a competitor of Lumenate or for the principal purpose of monitoring availability, performance or functionality; (f) use the Nova Light Mask for any purpose that violates any law, regulation, or rule, or the rights of any third party, including without limitation any intellectual property rights; or (g) use the Nova Light Mask for any purpose prohibited by the Consumer Terms or this Schedule 2 (US Terms) or in a manner that could damage the Nova Light Mask.
- 4.2. Customer shall notify Lumenate without undue delay following any safety-related complaint, adverse event, or allegation that the Nova Light Mask has caused or contributed to harm, and shall cooperate with Lumenate's reasonable requests for information, diagnostics and remedial actions.
- 4.3. We reserve the right to investigate occurrences which may involve violations of the Consumer Terms and this Schedule 2 (US Terms) and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

5. DELIVERY, RISK AND TITLE

- 5.1. Delivery options, costs and target timeframes are shown at checkout. Delivery dates are estimates and not guaranteed.
- 5.2. We may deliver in separate installments if part of the US Order is delayed. Customer will not be charged extra for split shipments.
- 5.3. Risk of loss and title in the Nova Light Mask passes to Customer upon our delivery of the Nova Light Mask to the carrier. Lumenate is not responsible for damages to package caused by third party freight company. Customer must directly notify the third-party freight company in case Customer receives a package that is damaged.
- 5.4. Please inspect the parcel on delivery. If it appears damaged or tampered with, note this with the courier and contact us promptly with details, including photos, using the contact details in clause 20 below.

6. INSPECTION AND ACCEPTANCE

- 6.1. Without limiting any rights or obligations under the Consumer Terms, the Customer shall, within seven (7) Business Days after delivery (the "**Inspection Period**"), examine the Nova Light Mask for any defects (being, defects or shortages reasonably discoverable on normal visual inspection).
- 6.2. The Customer shall give written notice of any defects before the end of the Inspection Period, setting out reasonable particulars (and, where reasonably practicable, supporting images).
- 6.3. Subject to clause 6.4 below, the Nova Light Mask shall be deemed accepted on the earlier of:
 - 6.3.1. the Customer (or its End User's, as applicable) first session use of the Nova Light Mask; or
 - 6.3.2. expiry of the Inspection Period without a notice of defect under paragraph 6.2.

- 6.4. Deemed acceptance under clause 6.3 is without prejudice to the Customer's ability to pursue remedies for latent defects (being, defects not reasonably discoverable on normal visual inspection within the Inspection Period) under the warranty provisions in clauses 13.2 and 13.3 of the Consumer Terms.
- 6.5. On request, the Customer shall make the Nova Light Mask available for inspection, remote diagnostics and reasonable return of the Nova Light Mask at the Customer's cost and as instructed by Lumenate and shall take reasonable steps to mitigate loss pending resolution.

7. RECALLS AND CORRECTIVE ACTION

- 7.1. Without prejudice to any rights under the Consumer Terms, Lumenate may initiate or direct any recalls, withdrawals or safety notices where required by law or a regulator, or where Lumenate reasonably determines it is necessary for product safety, legal compliance or protection of intellectual property. Lumenate will control the content and timing of all external communications relating to these actions.
- 7.2. The Customer shall cooperate with Lumenate's instructions and implement the required action (including return, withdrawal, retrofit, disablement, software update or other field remedy) strictly in accordance with Lumenate's instructions. Where the corrective action is not caused by the Customer's breach, Lumenate will bear reasonable, properly incurred, pre-approved out-of-pocket costs.

8. RETURNS

- 8.1. **Returns of the Nova Light Mask are not guaranteed. Except where the Nova Light Mask is subject to clauses 13.2 or 13.3 of the Consumer Terms, we do not accept exchanges, returns or refunds after the expiration of the Inspection Period set forth above.**
- 8.2. Any request for a return must be authorized by our customer service team before sending the Nova Light Mask back. For requests to return the Nova Light Mask, please email support@lumenate.co with your order number. We will provide return instructions as part of Customer's Nova Light Mask package.
- 22.1. Customer may handle the Nova Light Mask to the extent necessary to assess its nature, characteristics and functioning (as you would in a shop). We may deduct from your refund any loss in value resulting from unnecessary handling or use. Returns must be made in the original undamaged packaging.
- 8.3. Approved returns will be credited back to Customer for the full amount of the purchase price, less a return shipping fee, to the Customer's original payment method.
- 8.4. Refunds will be made within 14 days of Lumenate's receipt and inspection of the Nova Light Mask. Please note that we will only offer a refund for Noval Light Masks that are returned to Lumenate on a timely basis in the same condition in which Customer received it. If Customer does not meet these requirements, Customer's returned Nova Light Mask will be forfeited.
- 22.2. Please pack your Nova Light Mask securely and use a tracked service. Keep your proof of postage.

- 8.5. Customers are responsible for paying return shipping fees, which may vary depending on their location. Lumenate does not take title to returned items until the item arrives at Lumenate's return facility.

9. MANDATORY SAFETY OBLIGATIONS

- 9.1. The Customer shall ensure that, before any use, Customer and each End User is presented with, and required to acknowledge within the App, the then-current Safety Materials. The Customer shall not alter, summarise or omit the Safety Materials.
- 9.2. The Customer shall:
- 9.2.1. ensure the Nova Light Mask is operated strictly in accordance with the Safety Materials and any in-App prompts applicable to the relevant session;
 - 9.2.2. provide competent supervision and a suitable environment for all sessions; and
 - 9.2.3. implement and enforce written internal procedures that are consistent with the Safety Materials.
- 9.3. The Customer shall maintain contemporaneous records evidencing compliance with this clause 9, including (without limitation) evidence of Safety Materials presentation to any End User acknowledgements generated by the App, session dates/times, and supervising personnel. Records shall be retained for 7 years from the relevant session date and produced to Lumenate on reasonable request. The Customer shall ensure any Personal Data in such records is processed lawfully and in accordance with applicable data protection laws.
- 9.4. The Customer shall notify Lumenate without undue delay following any safety-related complaint, adverse event, or allegation that the Nova Light Mask has caused or contributed to harm, and shall cooperate with Lumenate's reasonable requests for information, diagnostics and remedial actions (including recall or field safety notices issued under this Schedule).
- 9.5. The Customer shall not disable, bypass or otherwise circumvent any in-App gating, screening or control implemented by Lumenate for safety purposes.

10. APP AND SUBSCRIPTIONS

- 10.1. Without prejudice to the Consumer Terms, the Customer shall:
- 10.1.1. ensure that any access to or use of the App in connection with its use of the Nova Light Mask is covered by a current subscription held on lawful terms; and
 - 10.1.2. procure and enforce compliance with the App Terms by its personnel and any applicable End Users using the App under its control.
- 10.2. The Customer is responsible for all acts and omissions of such End Users and personnel as if they were the Customer's own acts or omissions.
- 10.3. Any material breach of the App Terms by the Customer (or by an End User or member of the Customer's personnel for whom the Customer is responsible) which is not remedied in accordance with those terms shall constitute a material breach of these US Terms.
- 10.4. On reasonable request the Customer shall:

- 10.4.1. provide non-personal technical information and logs reasonably required to investigate safety, misuse or breach relating to use of the Nova Light Mask; and
 - 10.4.2. not, and shall ensure End Users do not, share accounts, circumvent in-App gating/screening, or otherwise interfere with technical or safety controls.
- 10.5. Any suspension or restriction of App access imposed in accordance with the App Terms may be treated by Lumenate as grounds to suspend performance under the Consumer Terms and these US Terms to the extent reasonably necessary for safety or legal compliance.

11. WARRANTY DISCLAIMER

- 11.1. EXCEPT AS EXPRESSLY SET FORTH IN CLAUSES 13.2 AND 1.3 OF THE CONSUMER TERMS, USE OF THE NOVA LIGHT MASK IS AT CUSTOMER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NOVA LIGHT MASK IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM COMPANY OR THROUGH USE OF THE NOVA LIGHT MASK WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, LUMENATE, ANY AFFILIATED COMPANY ENTITY, THEIR PROCESSORS, PROVIDERS, LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND REPRESENTATIVES) (COLLECTIVELY "**LUMENATE PARTIES**") DO NOT WARRANT THAT THE NOVA LIGHT MASK IS ACCURATE, RELIABLE OR CORRECT; THAT THE NOVA LIGHT MASK WILL MEET CUSTOMER'S REQUIREMENTS; THAT THE NOVA LIGHT MASK WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE NOVA LIGHT MASK IS FREE OF OTHER HARMFUL COMPONENTS.
- 11.2. NO INFORMATION, SUGGESTION, ADVICE OR COMMUNICATION OBTAINED IN CONNECTION WITH USE OF THE NOVA LIGHT MASK, OR AFFIRMATION BY US, BY WORDS OR ACTIONS, SHALL CONSTITUTE MEDICAL ADVICE AND SUCH INFORMATION, SUGGESTION, ADVICE OR COMMUNICATION IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. RELIANCE ON ANY INFORMATION, SUGGESTION, ADVICE OR COMMUNICATION OBTAINED IN CONNECTION WITH USE OF THE NOVA LIGHT MASK IS SOLELY AT CUSTOMER'S OWN RISK. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY TREATMENTS, PROCEDURES, INFORMATION, MEDICATIONS, MEDICAL DEVICE OR OTHER PRODUCTS OR ANY OTHER INFORMATION REFERENCED ON THE WEBSITE, IN THE APP, OR OBTAINED THROUGH USE OF THE NOVA LIGHT MASK ARE NOT INTENDED AS A RECOMMENDATION OR ENDORSEMENT OF ANY COURSE OF TREATMENT, PROCEDURE, INFORMATION, MEDICATION, MEDICAL DEVICE, OR PRODUCT AND THAT THE ULTIMATE RESPONSIBILITY FOR DIAGNOSING AND TREATING PATIENTS RESTS WITH CUSTOMER'S MEDICAL PROVIDER. LUMENATE IS NOT A MEDICAL PROVIDER.

12. OUR LIMITS ON LIABILITY

- 12.1. UNDER NO CIRCUMSTANCES WILL LUMENATE PARTIES BE LIABLE OR RESPONSIBLE IN CONNECTION WITH THE CONSUMER TERMS, INCLUDING AS MODIFIED BY THIS SCHEDULE 2 (US TERMS) OR THE NOVA LIGHT MASK, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, FOR ANY: (A) INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOST PROFITS, LOST REVENUES, LOST BUSINESS EXPECTANCY, BUSINESS INTERRUPTION LOSSES AND/OR BENEFIT OF THE BARGAIN DAMAGES; AND/OR (C) DIRECT DAMAGES IN AN AMOUNT IN EXCESS OF THE AMOUNTS PAID TO LUMENATE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. CUSTOMER'S SOLE REMEDY FOR DISSATISFACTION WITH THE NOVA LIGHT MASK IS TO CEASE ALL USE OF THE NOVA LIGHT MASK.
- 12.2. These limitations of liability shall apply even if a limited remedy fails of its essential purpose. The limitation of liability herein applies to all liabilities in the aggregate, including, without limitation, those resulting from Customer's use or Customer's inability to use the Nova Light Mask or any other matter arising from or relating to the Nova Light Mask. Customer may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to Customer, the exclusions or limitations in these US Terms that directly conflict with such laws may not apply to Customer.

13. INDEMNITIES

- 13.1. Customer shall indemnify and hold Lumenate harmless against all liabilities, damages, penalties and reasonable costs and expenses (including reasonable legal and experts' fees) awarded against, or incurred by, Lumenate in connection with any claim, demand, action or regulatory investigation arising from or in connection with the Nova Light Mask to the extent such claim results from:
- 13.1.1. Customer's failure to comply with the Consumer Terms or this Schedule 2 (US Terms);
 - 13.1.2. misuse or unauthorised modification or operation of the Nova Light Mask contrary to Lumenate's instructions;
 - 13.1.3. Customer's breach of applicable law in connection with use of the Nova Light Mask;
 - 13.1.4. the Customer's failure to implement and operate reasonable, documented steps to ensure End Users are made aware of the applicable risks and disclaimers before any session.
- 13.2. This indemnity operates without prejudice to the parties' other rights and remedies and is subject to any limitation of liability applicable to the purchases, save to the extent liability cannot lawfully be limited.

14. CHANGES TO THESE TERMS

- 14.1. Any updates will be effective on the date Lumenate posts the updated Consumer Terms. Except for an update to comply with applicable laws, updates to the Consumer Terms and this Schedule 2 (US Terms) will not apply to (i) Disputes between Customer and Lumenate arising prior to the

update; or (ii) Purchase made by Customer (or Order Forms signed by Customer and Lumenate) prior to the effective date of the updated Consumer Terms.

15. HOW WE USE YOUR INFORMATION

- 15.1.** Customer may suggest findings, feedback, inventions, improvements, discoveries, or ideas (“**Feedback**”) that Lumenate, at its sole option, may incorporate in the Nova Light Mask or in other products or services that may or may not be made available to Customer. Customer hereby assigns to Lumenate any and all right, title, and interest in and to any such Feedback; provided, however, that to the extent that any portion of the foregoing or proprietary rights in or based upon the foregoing is not assigned or assignable to Lumenate pursuant to this clause, Customer grants to Lumenate without any warranties whatsoever (all of which, express or implied, are disclaimed) a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, worldwide transferable license, with the right to sublicense through multiple tiers, to use, reproduce, distribute, modify, adapt, transmit, translate, create derivative works from, publicly perform, publicly display, make, have made, import, disclose, exploit, and exercise the foregoing in any manner and for any purpose, including for training artificial intelligence modeling or otherwise improving our Nova Light Mask. Customer further irrevocably waives any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding any Feedback that Customer may have under any applicable law under any legal theory. Customer acknowledges and agrees that such Feedback is not confidential, and that Customer’s provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place us under any fiduciary or other obligation. Customer represents and warrants that Customer has all rights necessary to grant the licenses granted in this clause and that Customer’s Feedback, and Customer’s provision of Feedback in connection with the Nova Light Mask, do not violate any terms or conditions of the Consumer Terms or this Schedule 2 (US Terms), are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third-party.

16. GOVERNING LAW AND JURISDICTION

- 16.1.** Customer agrees that the laws of the state of New York, USA, without regard to its conflicts of laws provisions, will govern the Consumer Terms and this Schedule 2 (US Terms), and any dispute or claim (including non-contractual disputes or claims) that may arise between Customer and the Lumenate Parties. The parties irrevocably agree and hereby submit to the exclusive jurisdiction and venue of the appropriate state and federal courts located in the state of New York, USA, with respect to such matters. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Nova Light Mask must be filed or otherwise commenced within one (1) year after such claim or cause of action arose or be forever barred.

17. MISCELLANEOUS

- 17.1.** Lumenate shall provide the Nova Light Mask as an independent contractor to Customer. Nothing contained herein shall be deemed to create any agency, partnership, joint venture, or other relationship between the parties or any of their affiliates, and neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.
- 17.2.** Notices permitted or required under the Consumer Terms, including those regarding changes to the Consumer Terms or this Schedule 2 (US Terms), shall be in writing and shall be given: (i) by

personal delivery (in which case notice shall be deemed given upon such personal delivery), (ii) by certified or registered mail (in which case notice shall be deemed given on the third business day after deposit with adequate postage), (iii) with next-business-day instruction by a recognized courier service (in which case notice shall be deemed given on the next business day), (iv) if to Customer, by posting to the Website (in which case notice shall be deemed given on the date "Last Updated" above, or (v) if to Customer, by email. Such notices shall be sent to Customer at the address or email shown on the Website checkout screen and to us at our registered office address set out in clause 1.1 of the Consumer Terms (or any updated address we notify to you in accordance with this clause 11.2).

- 17.3.** Customer may not transfer, sublicense, or assign any or all of Customer's rights and/or delegate any or all of Customer's obligations under the Consumer Terms or this Schedule 2 (US Terms) without our express prior written consent, which may be granted or withheld in our sole discretion. We may assign, transfer or sublicense any or all of our rights or obligations under the Consumer Terms, including under this Schedule 2 (US Terms), without restriction. Any purported transfer or assignment by a party of any right under the Consumer Terms or this Schedule 2 (US Terms) otherwise than in accordance with the provisions of this clause shall be null and void and a breach of the Consumer Terms and this Schedule 2 (US Terms). The Consumer Terms, including as amended and supplemented by this Schedule 2 (US Terms), will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- 17.4.** If any provision of the Consumer Terms or this Schedule 2 (US Terms) is declared or found to be illegal, unenforceable, or void, the parties will be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the parties that the Consumer Terms or this Schedule 2 (US Terms) will be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective.
- 17.5.** No provision of the Consumer Terms or this Schedule 2 (US Terms) will be deemed waived, amended, or modified unless such waiver, amendment, or modification is in writing and signed by Lumenate. Lumenate's failure at any time to require performance by Customer of any provision of the Consumer Terms or this Schedule 2 (US Terms) shall in no way affect Lumenate's right to require performance of that provision. A waiver by Lumenate of any of the covenants, conditions, or agreements to be performed by Customer or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition, or agreement under the Consumer Terms or this Schedule 2 (US Terms).
- 17.6.** The Consumer Terms and this Schedule 2 (US Terms), including any terms and conditions incorporated herein, constitute the entire agreement between Customer and us concerning the subject matter hereof, and governs Customer's purchase and use of the Nova Light Mask and supersedes any and all prior or contemporaneous oral and written representations, inducements, promises, communications, understandings, or agreements relating to the subject matter hereof but the Consumer Terms, including as amended and supplemented by this Schedule 2 (US Terms), may be supplemented by any other agreement Customer enters into with us, including, the Privacy Policy and an applicable Order Form. Neither the course of conduct between the parties nor trade practices shall act to modify the Consumer Terms or this Schedule 2 (US Terms).

- 17.7.** The Consumer Terms and this Schedule 2 (US Terms) are not intended to confer, nor shall any provision hereof be interpreted to confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- 17.8.** The division of the Consumer Terms and this Schedule 2 (US Terms) into articles, clauses, sections, and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of the Consumer Terms or this Schedule 2 (US Terms). Unless the context otherwise requires, (i) references to any party to the Consumer Terms or this Schedule 2 (US Terms) include references to such party's successors and permitted assigns, (ii) any of the terms defined herein may be used in the singular or the plural depending on the reference, (iii) a masculine, feminine, or neuter pronoun includes the other genders as appropriate in the context, and (iv) the term "including" means "including without limitation" unless otherwise expressly indicated in a given instance.