

WEBSITE TERMS OF USE

These Website Terms of Use (the “Terms”) are a legal agreement between you and LXO US, INC. (“LXO,” “we,” “us,” and “our”). By visiting the LXO US, INC. website or any other site that posts these Terms (“Website”), you agree to be bound by these Terms. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT VISIT THE WEBSITE.

- 1. Agreement.** These Terms govern your access to and use of the Website. These Terms may be modified at any time by LXO by posting the modified Terms to the Website. Any such modifications shall be effective immediately upon posting unless another effective date is expressly stated. You can view the most recent version of these Terms at any time at <https://lxous.bynder.com/asset/43ebdeb5-9115-486c-a404-9a7caae8a54d/LXO-US-Terms-of-Use.pdf>. Your use of this Website shall constitute and be deemed your unconditional acceptance of these Terms.
- 2. Privacy.** Your use of the Website is also governed by our Privacy Policy, which is hereby incorporated into these Terms. Please review our Privacy Policy at <https://lxous.bynder.com/asset/9425241d-4d3f-4810-900c-349a3d3c84a2/LXO-US-Privacy-Policy.pdf>. LXO reserves the right, and you authorize us, to use and assign all information provided by or collected from you in any manner consistent with our Privacy Policy.
- 3. Informational Purpose Only.** The Website is provided for general informational purposes only. It does not constitute nor should it be construed as providing medical advice.
- 4. Age Eligibility.** By using the Website, you represent and warrant that you have reached 18 years of age or the age of majority in your jurisdiction of residence and can enter into binding legal agreements.
- 5. Website Content.** The Website is provided on an “as is” basis and may use internet services that are not under our direct control. While we strive to provide accurate descriptions of our products and services, we do not warrant that the descriptions, pricing, or other content on the Website are accurate, complete, or current. We reserve the right to correct errors and to cancel any purchases that were placed using incorrect descriptions or pricing. We do not warrant that the Website or its features will be accessible at all times or that it will function in an error-free manner. We reserve the right to cease operating the Website or any of its features at any time.
- 6. Intellectual Property.** All content on this Website, including without limitation, graphics, logos, trademarks, images, and software is, and shall continue to be, the property of LXO or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Website is prohibited, except as expressly permitted in these Terms. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Website.
- 7. Website Use.** LXO grants you a limited, revocable, nonexclusive license to use this Website solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy content from the Website, reverse engineer or hack into the Website, or use materials, products or services in violation of any law. Your use of this Website is at the discretion of LXO who may terminate your access and use at any time.

- 8. Links to Other Websites.** The Website may provide links to other websites. This Website Terms of Use or Privacy Policy do not apply to those other websites, which may have their own terms and policies. You should review the terms of use and privacy policies of any other websites that you visit.
- 9. Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the Website. You further agree that information provided by you is truthful and accurate to the best of your knowledge.
- 10. Indemnification.** You agree to indemnify, defend and hold LXO and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorneys' fees, related to your violation of these Terms or use of the Website.
- 11. Disclaimer.** THE INFORMATION ON THIS WEBSITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. LXO DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE WEBSITE SHALL BE TO DISCONTINUE USING THE SITE.
- 12. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL LXO BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, YOUR WEBSITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You 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 you, the exclusions or limitations in these Terms that directly conflict with such laws may not apply to you.
- 13. Applicable Law.** You agree that the laws of the state of Pennsylvania without regard to conflicts of laws provisions will govern these Terms and any dispute that may arise between you and LXO or its affiliates. Venue shall be the state and federal courts located in Pennsylvania.
- 14. Arbitration.** At LXO's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Pennsylvania law.
- 15. Waiver.** No waiver by LXO of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of LXO to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

16. Severability. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect.

17. Relationship of the Parties. Each party is, and shall remain, an independent contractor and nothing contained in these Terms shall be construed to make either party a partner, joint venturer, employee or agent of the other party, and neither party shall hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party.

Contact. For questions about these Terms, please contact customersupport@lxous.com

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