

Terms and Conditions of Use

Last Updated Sunday, 11 November 2007

Please read these terms and conditions carefully. By accessing this website you are indicating that you have read, acknowledge and agree to be bound by these terms and conditions (also referred to as an "agreement" here). Your agreement shown by accessing and using this website is as legally binding as if you signed a written document. If you do not agree to all these terms and conditions, do not access this website.

Lux Custom Choppers, LLC (herein known as LCC.com) and its affiliates (referred to as "LCC.com" or "us" or "we") may change these terms and conditions, and you are responsible for regularly reviewing and complying with them. Your continued use of this website constitutes your agreement to all those terms and conditions.

PLEASE NOTE that this agreement contains important sections below..

General Information

This website comprises various websites and pages operated by LCC.com and the information contained therein (together, the "website"). Certain sections of the website may contain separate terms and conditions, which are in addition to this agreement. You should read those additional terms and conditions carefully. By accessing such sections or pages, you agree to be bound by those additional terms and conditions. In the event of a conflict, those additional terms and conditions will govern your use of those sections or pages.

We may terminate your access to the website or any part of it at any time with or without notice, in our sole discretion.

You may not attempt to gain unauthorized access to the website, or computer systems or networks connected to the website, through hacking, password or data mining, or any other means to circumvent security procedure. You may not use bots, spiders or intelligent agent software (or other methods) for any purpose other than accessing publicly posted portions of the website and then only as authorized by the license we provide to you below under "Proprietary Rights". Unauthorized use of our website and systems, including, but not limited to, unauthorized entry into LCC.com's computer networks and systems, or misuse of password is strictly prohibited. "Unauthorized use" includes using the publicly available information for purposes which are (I) not authorized by this agreement, or (II) not consistent with the license set out below in the section titled "Proprietary Rights".

You may not use the website in any manner that could damage, disable, overburden, or impair the website or any service we provide or interfere with any other party's use and enjoyment of the website or any service we provide.

You are to ensure that any information you provide to us through the website will be correct and complete.

The information and materials on the website may contain errors or inaccuracies, including both typographical and substantive errors. We reserve the right, in our sole discretion, without any obligation and without any notice requirement, to discontinue, change, improve or correct the information, materials and descriptions on the website and to suspend or deny access to the website for scheduled or unscheduled maintenance, upgrades, improvements or corrections. Any dated information is published as of its date only, and we have no responsibility to update or amend any such information.

Disclaimers of Warranty

THE INFORMATION, PRODUCTS AND SERVICES ON THE WEBSITE ARE PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS AND ARE USED ONLY AT YOUR SOLE RISK.

WE AND OUR AGENTS AND LICENSORS EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE, NON-INFRINGEMENT, OF ERROR-FREE OR UNINTERRUPTED SERVICES, OR THAT THE INFORMATION ON THIS WEBSITE WILL MEET YOUR NEEDS OR EXPECTATIONS.

WE DO NOT WARRANT, GUARANTY, OR MAKE ANY REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, OR ASSUME ANY LIABILITY TO YOU, INCLUDING REGARDING (I) THE USE OF OR THE RESULTS OF ACCESS TO THE WEBSITE OR ANY DELAY OR LOSS OF OR LIMIT ON ACCESS TO OR USE OF THE WEBSITE, OR (II) SYSTEM PERFORMANCE AND EFFECTS ON OR DAMAGES TO SOFTWARE AND HARDWARE IN CONNECTION WITH ANY USE OF THE WEBSITE. WE SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION THROUGH THE WEBSITE OF A COMPUTER VIRUS, OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE OPERATION OF THE WEBSITE OR ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY. EXCEPT AS OTHERWISE

REQUIRED BY LAW, WE SHALL HAVE NO LIABILITY FOR LOSSES CAUSED BY THE NEGLIGENCE, ACTIONS OR FAILURE TO ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, YOUR INTERNET ACCESS PROVIDER.

Limitations of Liability

LCC.com AND ITS AGENTS AND LICENSORS SHALL NOT HAVE ANY RESPONSIBILITY WHATSOEVER AND SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES OR LOST PROFITS OR SAVINGS OR OTHER ECONOMIC HARM YOU MAY INCUR OR SUFFER (REGARDLESS OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) FROM (I) YOUR ACCESS TO OR USE OF THE WEBSITE OR ANY RELIANCE BY YOU ON THE WEBSITE, OR INABILITY TO ACCESS THE WEBSITE, (II) THE RELIABILITY, ACCURACY, COMPLETENESS OR TIMELINESS THEREOF, (III) ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY INFORMATION OR ANY PART OF THE WEBSITE, (IV) THE INTERCEPTION OR USE BY THIRD PARTIES OF ANY INFORMATION YOU PROVIDE TO US, OR (V) ANY OTHER REASON.

IN ANY EVENT OUR COMPLETE LIABILITY (AND THAT OF ANY OF OUR AGENTS OR LICENSORS) TO YOU FOR ANY REASON IN NO EVENT CUMULATIVELY SHALL TOTAL MORE THAN \$500.00.

Notices

Our notices to you may include notice of important changes to this agreement. We may send any notice to any address you provide, including email addresses, so it is important that all such information you provide to us be accurate.

Proprietary Rights

All right, title and interest in the website is the exclusive property of LCC.com, except as otherwise stated. You may not access, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in whole or in part any part of the website, except for the purposes expressly provided herein, without our prior written approval. If you download any information or software from the website, you agree that you will not remove or obscure any copyright or other notices or legends contained in any such information.

You have a limited, personal, non-transferable, non-exclusive license to view and copy the publicly accessible information on this website for your personal noncommercial use, and only on one computer. You are not permitted to resell or transfer any information obtained from this website to anyone else. This license can be terminated by us at any time, at which time you must destroy all copies of the licensed materials. This license is conditioned on your continued adherence to all the terms of this agreement.

LCC.com, the LCC.com logo and other LCC.com trademarks which appear on the website are trade names and trademarks of LCC.com. LCC.com and LCC.com are trade names for LCC.com and Spa, LLC and its subsidiaries and affiliates. You may not use any trademarks for any purpose including, but not limited to, use as metatags on other sites on the World Wide Web without the prior written permission of LCC.com.

LCC.com respects the intellectual property of others and asks that our users do the same. It is the policy of LCC.com to respond expeditiously to claims of intellectual property infringement by promptly processing and investigating notices of alleged infringement and taking appropriate actions under the Digital Millennium Copyright Act and other applicable intellectual property laws. If you believe that your copyrighted work is accessible on the website in a way that constitutes copyright infringement, you may notify us by providing our Copyright Agent with the following information: 1) the electronic or physical signature of the owner of the copyright or of the person authorized to act on the owner's behalf; 2) identification of the copyrighted work or other intellectual property that you claim is being infringed; 3) identification of the material that you claim is infringing; 4) identification of the URL or other specific location on the website where the material that you claim is infringing is located (please be as specific as possible); 5) your name, address, telephone number, and email address; 6) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and 7) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

LCC.com's Agent for Notice of claims of copyright infringement on the website is: Manager - luxccATgmail.com

Use of Links

The website may contain links to and be linked from third-party websites. These links are provided only as a convenience and do not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by LCC.com of any information contained in any third-party website. We are not responsible for the information contained on that site

or your use of or inability to use the website. If you choose to connect to a third-party website, LCC.com makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose, nor does LCC.com warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. You should also be aware that the terms and conditions of such site and the site's privacy policy may be different from those applicable to your use of our website.

No Solicitation

The information on the website is made available for informational purposes only. None of the information contained in the website constitutes a solicitation or offer by LCC.com to buy or sell any securities or other financial instruments or provide any investment advice. The information on the website is limited to the dissemination of general information regarding products and services. The information and services provided on the website are not provided to and may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory or self-regulatory organization or clearing organization or where LCC.com is not authorized to provide such information or services. Some products and services described in the website may not be available in all jurisdictions or to all clients.

Indemnification

You hereby indemnify and hold harmless LCC.com and its directors, officers, employees, control persons, vendors, licensors and agents, from and against any and all claims, actions, proceedings, losses, liabilities, damages, costs and expenses (including reasonable attorney's and experts' fees and costs) arising out of or related to (i) any use or access by you (or on your behalf) of the website; (ii) any breach by you of any agreements, or representations and warranties contained in these terms and conditions, (iii) any access to or use of the website by you in violation of any rights of LCC.com or any third party, including, but not limited to, copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights, (iv) any access to or use of the website by you in violation of any applicable law, rule or regulation, or (v) any unauthorized access of, or through, the website to any computer system.

Full and Complete Agreement Regarding Website

These terms and conditions represent the complete and exclusive statement of the agreement between you and us regarding your rights to access and use the website, and supersedes all prior agreements and representations (whether written or oral), regarding this subject matter, except as is otherwise provided herein. This agreement is in addition to, and does not nullify, any other agreement between you and LCC.com governing the conduct of your relationship with LCC.com.

Other Terms

No waiver, modification or amendment of any of these terms and conditions shall be effective against LCC.com unless it is in writing and signed by an authorized official of LCC.com. We do not waive any power or right under this agreement even if we don't always insist on strict compliance with any of these terms and conditions, or if we delay or fail to exercise any power or right given to us in this agreement.

All rights and remedies given to LCC.com in these terms and conditions are cumulative and not exclusive of any other rights or remedies which LCC.com otherwise has at law or equity.

These terms and conditions shall be binding upon you and your executors, heirs, successors and assigns. I HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.