

TERMS AND CONDITIONS

Last Updated: April 15, 2025

Welcome to Luminsea. We are Luminsea, LLC ("Luminsea"). Our website is **www.luminsea.world**. As used herein, "Luminsea," the "Site," "We," and "Us" refers to Luminsea, LLC. If you have any questions about these Terms, the [Privacy Policy](#) or the Site, you may contact us via the Customer Service information provided on the Site.

PLEASE REVIEW THESE TERMS AND CONDITIONS ("TERMS"). THESE TERMS APPLY TO YOUR ACCESS AND USE OF **[HTTPS://WWW.LUMINSEA.WORLD](https://www.luminsea.world)**, ALL OTHER WEBSITES, MOBILE SITES, SERVICES, APPLICATIONS, PLATFORMS AND OTHER TOOLS WHERE THESE TERMS APPEAR OR ARE OTHERWISE REFERENCED, OR FOR WHICH NO SEPARATE TERMS ARE PROVIDED AS WELL AS TO YOUR VISITS TO OR INTERACTION WITH US IN ANY OF OUR STORES OR ELSEWHERE (COLLECTIVELY, THE "SITE").

THESE TERMS CONTAIN AN ARBITRATION PROVISION. PLEASE REVIEW THE ARBITRATION SECTION FOR DETAILS.

Electronic Communications

Visiting the Site or communicating with Luminsea constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

These Terms and Conditions May Change

We reserve the right to update or modify these Terms at any time, upon notice to you in writing to the last address provided, by email, by posting on the Site, or by any other reasonable means in our sole discretion. We also reserve the right, at any time, to modify or update our [Privacy Policy](#) in the same manner.

Additional Terms

From time to time, we may present you with additional terms and conditions for specific services, programs or products ("Additional Terms"). In the event those Additional Terms may conflict with or be inconsistent with these Terms, including any arbitration provision or dispute resolution provision, these Terms will control.

Eligibility

You must be at least 13 years old to use the Site or our mobile applications. If you are under the age of majority in your state of residence (a minor) your parent or legal guardian must agree to these Terms and Conditions on your behalf, and you may only access and use the Site and our mobile applications with permission from your parent or legal guardian.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Luminsea is not responsible for third party access to your account that results from theft or misappropriation of your account. Luminsea and its associates reserve

the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. Our [Privacy Policy](#) explains how we protect and use your information.

Shipping and Processing

Our shipping and processing charges are intended to compensate Us for the cost of processing your order, handling and packing the products you purchase, and delivering them to you.

Intellectual Property

The Site, including all of its information and content such as names, logos, photographs, images, text, data, wallpapers, icons, characters, artwork, graphics, page layout, form, music, sound, messages, software and the code used to generate the pages on the Site and any other materials that appear on the Site (collectively, the "Materials"), is the property of Luminsea or that of Our authorized suppliers or licensors, and is protected by intellectual property and other applicable laws in the United States and/or abroad. Our intellectual property is registered in the United States and abroad. Except as otherwise provided on the Site or by law, you may not download, upload, copy, print, display, reuse, reproduce, publish, license, post, distribute, modify, create derivative works from, sell or otherwise exploit or use any Materials from the Site in whole or in part for any public or commercial purpose without specific prior written permission from Luminsea. We are the owner and/or authorized user of the Luminsea products brand as well as any other registered or unregistered trademarks, trade names, logos, designs, titles and product names appearing on the Site, and We are the copyright owner or licensee of the Materials on the Site, unless otherwise indicated. You may not use any metatags or any other "hidden text" utilizing any of Our names or trademarks without Our express written consent.

Use of the Site

We grant you a personal, limited, non-exclusive, nontransferable license to access and make personal use of the Site and the Materials and other information contained on the Site. This license does not include, and we expressly prohibit, any resale or commercial use of the Site; any collection or commercial use of any photographs or other Materials published on the Site; any non-personal use of Our product names, listings, descriptions, or prices; any derivative use of the Site; any downloading, copying, or other use of the Site or the Materials for the benefit of any third party; or any use of data mining, robots, data gathering and extraction tools whether automatic or manual, or other means not purposely made available by us, including to develop or improve any software program, algorithm, or machine learning or artificial intelligence model. We reserve the right to take measures to prevent any such activity. You may use the Site only as permitted by law and these Terms. All rights not expressly granted to you in these Terms are reserved and retained by Us and/or our suppliers and licensors. The licenses granted by Us to you automatically terminate if you do not comply with these Terms.

You are responsible for your use of the Site, and for any use of the Site made using your account. Our goal is to create a positive, useful, and safe user experience. To promote this goal, We prohibit certain kinds of conduct that may be harmful to other users or to Us. When you use the Site, you may not:

- violate any law or regulation;
- violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;

- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Site or mobile applications;
- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- use any means to scrape or crawl any pages contained in the Site;
- attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Site; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

User Content

The Site may allow you to upload, submit, store, send, or receive content and data such as comments, reviews and photos ("User Content"). You may also submit User Content in the other ways that you interact with Us such as through social media, by email, by phone, and otherwise. You retain ownership of any intellectual property rights that you hold in that User Content.

When you upload, post, submit, send, or receive any User Content to or through the Site, you give Us permission to reproduce and use your User Content as follows: you grant to Us and those we work with a license to use, host, store, reproduce, modify, create derivative works (such as translations, adaptations, or other changes we make so that User Content works better with the Site), publicly perform, publicly display, and distribute your User Content. This license is for the purpose of operating and improving the Site, to develop new products and services, and for other Luminsea marketing purposes, including without limitation in catalogs, email and other customer communications, store materials and other marketing. We may display advertisements in connection with your User Content or on pages where your User Content may be viewed by you or others, and we may use your User Content to advertise and promote Luminsea or the Site. Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. This license is fully paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise our rights under this license anywhere in the world. Lastly, this license is perpetual, meaning that our rights under this license continue even after you stop using the Site.

You promise that:

- you own all rights to your User Content or, alternatively, that you have the right to give us the rights described above;
- your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; and
- we may refuse to accept or transmit User Content for any reason with or without notice. We may remove User Content from the Site for any reason with or without notice.

Copyright Policy

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you believe that a work on the Site constitutes copyright infringement, please provide a written communication with the following information to Our Designated Agent named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located on the Site including a hyperlink to such location;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Our Designated Agent for notice of claims of copyright infringement can be reached at:

Luminsea, LLC

3150 SW 38 Avenue, 11th Floor,

Miami, Florida 33146

info@luminsea.world

For clarity, only copyright infringement notices should go to our Designated Agent. You acknowledge that if you fail to comply with all of the requirements of this section, your notice may not be valid.

If you believe the content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may submit a counter-notice to the address listed above containing the following information:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, physical address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

After We receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes your

personal information. By submitting a counter-notification, you consent to having your information revealed in this way. We will not forward the counter-notification to any party other than the original claimant.

After We send out the counter-notification, the claimant must then notify us within 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the content that was removed or disabled. If We receive such notification, We will be unable to restore the material. If we do not receive such notification, we may reinstate the material.

Open Source

The Site may include open-source components, which are licensed for use and distribution under applicable open-source licenses. Use of any open-source components is governed by and subject to the terms and conditions of the applicable open-source license.

Hyperlinks to other Sites

To the extent our Site contains hyperlinks to outside services and resources, the availability and content of which Luminsea does not control, any concerns regarding any such service or resource, or any hyperlink thereto, should be directed to the particular outside service or resource.

Disclaimer

THIS SITE AND ALL CONTENT AVAILABLE ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE, BY YOUR USE OF THIS SITE THAT YOUR USE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE, AND THAT LUMINSEA AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS ("AFFILIATES") SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THIS SITE OR OUR MOBILE APPLICATIONS.

IN PARTICULAR AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LUMINSEA AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE, OR THE CONTENT OF THE SITE OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE SITE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LUMINSEA AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (d) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITE; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE BY ANY THIRD PARTY; OR (f) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LUMINSEA OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR RELATING TO THE SITE OR MOBILE APPLICATIONS, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any warranty or limit our liability, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

Product Pricing Information

The prices displayed on our Site may differ from prices that are available from other retail/wholesale sellers. If you are in the U.S. or Canada, Site prices will be displayed in U.S. Dollars. Elsewhere, Site prices will generally be displayed in the local currency. The prices displayed in our printed catalogs are quoted in U.S. Dollars and are valid and effective only in the U.S.

Special Offers and Exclusives

Occasionally We will offer special promotions to our customers that We refer to as "special offers" or "special offer." This can include a gift with purchase, free shipping, manufacturer offers, or other promotional activity associated with a product purchase. These offers may be for a limited time only.

Text Message Program Terms

Luminsea offers its customers mobile alerts about order and shipping updates and other marketing messages about events, new products, and other offers by SMS message (the "Service"). By participating in the Service, you are agreeing to these Terms and to the [Privacy Policy](#).

Questions

You can email Luminsea at **info@luminsea.world** for help at any time.

Mobile Phone Number Change

In the event that you change or deactivate your mobile phone number, you agree to notify Luminsea by email at **info@luminsea.world**.

Inaccuracy Disclaimer

From time to time there may be information on our Site or in our catalog that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. Luminsea reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). If you do not wish to continue your purchase after pricing or other information has been corrected, please contact us right away and we will work with you to cancel or return your order.

Browsing Session Information

We use technologies that maintain records of your browsing session, chats, and other activities on our Site. These technologies may include session replay that maintains a record of your browsing sessions

interactions with our Site, chat providers that maintain a transcript of your chats, cookies, pixels, and other tracking technologies that share some of your interactions with our Site, as well as other technologies that collect and share your interactions with our Site. We use this information for quality control, customer service, fraud prevention and security, and marketing purposes and in accordance with our [Privacy Policy](#).

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Luminsea and its Affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of these Terms by you or anyone using your account. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

Informal Dispute Resolution

We try to address any disputes without the need to initiate a formal legal case. You agree that prior to submitting any dispute or claim to arbitration for resolution, you and We agree to make a good faith effort to resolve it informally, including having at least one telephone or videoconference conversation between you, personally, and us. To initiate this good faith effort to informally resolve a dispute you agree to notify us in writing at info@luminsea.world of the nature of the dispute, the basis for your claims and the resolution that you are seeking, including any monetary amount, with as much detail as you can provide so that we can gain a sufficient understanding of the dispute. Within the 60 days following our receipt of this notice, you agree to engage in good faith efforts to resolve the dispute, including personally participating in a telephone call or videoconference with us. You may have a lawyer attend the call with you if you wish. If the dispute is not resolved within that 60 days (which period can be extended by agreement of the parties), you or we may commence an arbitration to resolve the dispute consistent with the process set forth below. Compliance with and completing this informal dispute resolution process is a condition precedent to commencing an arbitration. You and we agree to toll any applicable statute of limitations and filing fee deadlines while the parties engage in this informal dispute resolution process from the date we receive your notice. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration.

Arbitration Agreement & Waiver of Certain Rights

You and Luminsea agree that, except as set forth below, we will resolve any controversies, claims, counterclaims, or other disputes between you and Luminsea or you and a third-party agent of Luminsea (a "Claim") through final and binding arbitration instead of through court proceedings, in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA Rules"). This arbitration agreement applies to any existing or future Claims that you have not individually filed in a court of law or in arbitration prior to the date you agreed to these Terms. The AAA Rules are available at www.adr.org. You and we hereby waive any right to a jury trial of any Claim. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in a court of competent jurisdiction. The parties agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental

agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. A court of competent jurisdiction will exclusively determine whether the parties have entered into a valid and enforceable agreement to arbitrate their Claims and the arbitrability of any Claim or counterclaim, including, without limitation, whether any conditions precedent to the commencement of an arbitration have been completely satisfied.

To begin an arbitration proceeding, you must send us an individual letter signed by you requesting arbitration and describing your claim at Luminsea, LLC, 3150 SW 38 Avenue, 11th Floor, Miami, Florida 33146. This letter must be sent at least five days before you initiate an arbitration proceeding against us.

This arbitration agreement does not preclude you or Luminsea from seeking action by federal, state, or local government agencies. You and Luminsea also have the right to bring qualifying claims in small claims court or transfer qualifying claims to small claims court. Either party may elect that a Claim be filed exclusively in a small claims court of competent jurisdiction by providing notice to the other party. In the event a Claim has already been filed in arbitration, the party who has filed that Claim will, within ten days of receiving such a notice, withdraw their Claim from arbitration. The parties will then proceed with the Claim exclusively in small claims court. A party may apply to any court of competent jurisdiction to enforce the terms of this paragraph. In addition, you and Luminsea retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions. Any such request shall not be deemed incompatible with these Terms and Conditions, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms and Conditions.

Neither you nor Luminsea may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. You may not bring Claims in arbitration on a class or representative basis. The arbitrator can decide only your and/or Luminsea's individual Claims.

If for any reason a claim proceeds in court rather than in arbitration you and Luminsea each waive any right to a jury trial. No waiver of any provision of this Section of the Terms and Conditions will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms and Conditions. The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction," and any such "public injunction" may be awarded only by a court. If either party seeks a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive relief." In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator. This Arbitration Agreement & Waiver of Certain Rights Section of the Terms and Conditions will survive the termination of your relationship with Luminsea.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR LUMINSEA WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Other Provisions

To the extent any action relating to the use of the Site, mobile applications, catalogs or any transaction with Luminsea is not required to be arbitrated or filed in small claims court in accordance with the

Arbitration Agreement, such action must be brought in the state courts located in the County of Miami-Dade, Florida. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

Except as otherwise described in these Terms, these Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of laws rules or provisions.

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

If any of the terms or conditions herein shall be deemed unlawful or unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

Accessibility

We strive to make our Site content accessible and user-friendly. If you are having difficulty viewing the content on this Site or navigating the site, please email us at **info@luminsea.world**.