

## **TERMS OF USE AGREEMENT**

This Terms of Use Agreement (the “Agreement”) is by and between Furnlite Inc. (“Furnlite,” “we” or “us”) and all visitors and users of the Site (“you”). This Agreement contains the terms of use of the web site located at <http://www.furnlite.com> (the “Site”). By accessing the Site, you signify your assent to all of the terms and conditions of this Agreement. If you do not accept the terms of this Agreement, then do not use or access the Site. We reserve the right to change this Agreement at any time in our sole discretion, but if we do, we will post those changes on the Site. We encourage you to review this Agreement from time to time for possible changes. Your continued use or access of the Site shall constitute your acceptance of any changes to this Agreement. When using Site features, you will be subject to any additional posted guidelines or rules applicable to Site features, and such additional guidelines and rules are hereby incorporated by reference into this Agreement.

References in this Agreement to “Furnlite,” “we” or “us” include Furnlite and its respective agents, authorized representatives, directors, employees, managers, members, officers and shareholders and their respective heirs, personal representatives, successors and assigns.

### **Ownership of Site; Copyrights.**

Furnlite owns and operates the Site and all content and materials on the Site, or has acquired the right to use such content and materials, including, without limitation, any and all images, photographs, characters, text, statistics, trademarks, logos, graphics, illustrations, and audio and video clips. Much of the content and materials on the Site is copyrighted and is owned by us. You may view the materials from the Site only for your own personal, noncommercial use. Except to the extent permitted by relevant copyright legislation, you may not copy, upload, post, transmit, reproduce, distribute, modify or publicly display the content and materials on the Site, or produce derivative works of such content and materials.

### **Trademarks.**

“Furnlite,” the rectangular logo with the words “Furnlite” and “The Power for Furniture” upon a blue background and other associated logos are proprietary trademarks or service marks of Furnlite. You may not use these or any of our other trademarks or service marks without our written permission. In addition, other logos on the Site are proprietary trademarks or services marks of our business partners. You may not use such logos without the written permission of the owner.

Neither your use of this Site nor this Agreement confers any license or right under any copyright or trademark of Furnlite or any third party.

### **Use of Site Features.**

When using certain features of the Site (such as the “Contact Us” feature), you understand that you may be required to register by providing certain personal or business information. If you elect to provide such personal or business information, you agree that we may use this information to enforce this Agreement. In consideration of your use of this Site, you agree to provide true, accurate, current and complete information about yourself or your business as requested in connection with the provisions of and/or registration for any Site features, subject to all applicable laws. If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, we have the right to refuse any and all current or future use of the Site features. We may change, suspend or discontinue any Site feature at any time. We also may impose limits or restrict access to certain Site features at any time.

We do not want to receive confidential or proprietary information from you through the Site. By sending us any information or material, you grant us unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and copy those materials and information, and you agree that we are free to use any ideas, concepts, know-how or techniques that you send us for any purpose. We will not, however, use your name or otherwise publicize the fact that you submitted materials or other information to us unless we obtain your permission to use your name or we first notify you that the ideas or other information that you submit to this Site will be published or used with your name on it or we are required to do so by law.

The information that we publish on this Site may contain references to products or services that we have not announced or are not available in your country and such references do not imply that we intend to announce such products or service in your country. We may make changes in any of the products, services or programs offered over this Site at any time and without notice.

### **Privacy Policy**

You agree to review our privacy policy which can be found at the beginning of this document. Our privacy policy is incorporated by reference herein and made a part of this Agreement.

### **External Web Sites**

While the Site may, from time to time, contain links to, or frames to third-party web sites, we are not responsible for the content or security of any linked or framed sites and have no control over the content of those sites. We make no representations whatsoever about any other sites which you access through this Site. We provide these links as a convenience. By doing so, we do not endorse the linked site or accept any responsibility for the content or the use of such sites. It is your responsibility to ensure that whatever you select for your use is free of destructive items such as viruses or Trojan horses. You may not establish a link to the Site without our prior written consent. You may not frame

or incorporate the Site or any content of the Site in another web site or on a networked computer environment without our prior written consent.

### **Orders and Purchases of Products; Limited Warranty.**

We may change or withdraw any of our product offerings on this Site at any time. If you receive an e-mail confirmation of an order, it does not constitute acceptance of an order or confirmation of an offer to sell. We reserve the right, without prior notice, to limit the order quantity on any item or to refuse to fulfill any order. We process credit card transactions using e-commerce protocols and technology that are standard on the internet. Nonetheless, we cannot guarantee that it will be successful in preventing unauthorized access or tampering with the Site or its files. In the event you elect to purchase a product on this Site, you may be presented with additional terms and conditions that will apply to such purchase. If any such terms and conditions are declined, no transaction can occur.

We warrant to the original purchaser of the furniture of which our products are a component that (a) our products (except for light bulbs) shall be free of defects in material and workmanship for the life of the furniture provided that the furniture is used under normal circumstances and (b) the original light bulb shall be free of defects in material and workmanship for one year from date of the initial purchase of the furniture.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, FURNLITE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO ITS PRODUCTS INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT WE ARE FOUND RESPONSIBLE FOR ANY DAMAGES, WE ARE RESPONSIBLE FOR ACTUAL DAMAGES ONLY. WE ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND/OR CONSEQUENTIAL DAMAGES (SUCH AS CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR PRODUCTS.

### **Disclaimers and Liability Limits.**

While we attempt to provide accurate information on the Site, we assume no responsibility for accuracy, including, but not limited to, typographical errors or omissions.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SITE, INCLUDING THE SITE FEATURES, IS AT YOUR EXCLUSIVE RISK. ALL MATERIAL ON THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" BASIS

WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT WE ARE FOUND RESPONSIBLE FOR ANY DAMAGES, WE ARE RESPONSIBLE FOR ACTUAL DAMAGES ONLY. WE ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND/OR CONSEQUENTIAL DAMAGES (SUCH AS CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS, REVENUES OR DATA ARISING OUT OF OR IN CONNECTION WITH THIS SITE, USAGE OF THIS SITE OR DATA, MATERIAL OR INFORMATION AVAILABLE ON THIS SITE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL OUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SITE, USAGE OF THIS SITE OR DATA, MATERIAL OR INFORMATION AVAILABLE ON THIS SITE EXCEED TWO HUNDRED DOLLARS (\$200.00). SINCE SOME JURISDICTIONS MAY NOT ALLOW THIS EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS AND LIMITATIONS SHALL APPLY ONLY TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR VIRUS OR ERROR FREE, OR THAT DEFECTS OR ERRORS WILL BE CORRECTED.

#### **Jurisdiction and Choice of Law.**

This Agreement and all claims or issues regarding the Site shall be governed according to the laws of the United States and the State of North Carolina. Any legal action concerning this Agreement or the Site must be brought within one (1) year after the claim or cause of action arises and must be brought in federal or state court sitting in Winston-Salem, North Carolina. You expressly consent to the jurisdiction of said courts.

This Agreement contains the entire agreement between you and us relating to the matters set forth herein and shall not be modified except in a writing signed on behalf of Furnlite.

#### **Miscellaneous**

Nothing on this Site constitutes an offer to sell or solicitation to buy securities.

This Site may contain inaccuracies or typographical errors.

If any provision of this Agreement is found invalid or unenforceable, the provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

No failure or delay by us in exercising, or partial exercise of, any of our rights hereunder will operate as a waiver thereof or preclude further exercise of our rights.

If you have any questions, or need any further information, please send us an email to the following address: [info@furnlite.com](mailto:info@furnlite.com) . You may also contact us by mail at the following address: Furnlite Inc., P. O. Box 159, Fallston, North Carolina 28042.