

Terms and Conditions

This Terms of Use Agreement (“Agreement”) includes our policy for acceptable use of the Services and governs your rights, obligations and restrictions regarding your use of the Services and the Website. You are only authorized to use the Services and/or Website (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and this Agreement. By using the Services and/or Website, you agree to be bound by this Agreement.

Because your privacy is important to us, this Agreement also incorporates, by this reference, our Privacy Policy, which explains how we collect and use your content and information. Please read the Privacy Policy.

We may modify this Agreement from time to time and such modification shall be effective upon posting on the Website. You will be deemed to have agreed to any such modifications by your further use of the Website or Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes. If you do not agree with the modifications, please leave the Website and discontinue use of the Services immediately.

I. CONTENT

Proprietary Rights

All materials contained on the Website, including all aspects of the Services and the graphics, catalogs, photographs, furniture designs, text and look and feel of the sites, and all trademarks copyrights, patents and other intellectual property rights related thereto (“Proprietary Materials”), are owned or controlled by Shores Global LLC, our subsidiaries or affiliated companies, our third party licensors, and/or our advertising partners. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Proprietary Materials, or any other protectable aspects of the Website, in whole or in part.

Errors, Inaccuracies, and Omissions

Occasionally there may be information on our Website, and any catalogs located on our Website, that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice (including after you have submitted your order).

Modifications

You agree that we may modify or delete any information on the Website and any catalogs found on the Website at any time. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website, or any Service, content, feature or product offered through the Website.

Colors

We have made every effort to display as accurately as possible the colors of our products that appear at the Website. We cannot guarantee that your computer monitor's display of any color will be accurate.

Submissions

We are pleased to hear from users and welcomes your comments regarding our products and services. However, our longstanding company policy does not allow us to accept or to consider creative ideas, suggestions, proposals, furniture designs, plans, or other materials other than those we have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by Shores Global LLC. employees and agents might seem to be similar to creative works submitted by users. Accordingly, while we value your feedback, we must ask that you do not send creative ideas, suggestions, proposals, furniture designs, plans, or other materials for our business.

II. WARRANTY POLICY

For our Returns and Warranty policy, please see our warranty page.

III. CANCELLATION POLICY

You may Cancel your order for a full refund if we receive notice in writing Prior Production has started. No refunds are available and sales cannot be cancelled after merchandise Production has Started.. Shores Global LLC. reserves the right to decline your order for any reason whatsoever, with or without notice, following receipt of your order.

IV. NON-COMMERCIAL USE

The Website is for your personal use only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. Any use of the Website or Services in violation of this provision, including communicating any advertisement or solicitation, or

collecting usernames and/or email addresses of account holders by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website, is prohibited.

You may download or copy the catalogs and other downloadable materials displayed on the Website for your personal use only. No right, title or interest in any downloaded content is transferred to you as a result of any such downloading or copying. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the catalogs, photographs or other materials on the Website.

V. LINKS

The Website may contain links to Website operated by third parties. We do not monitor or control the linked sites and make no representations regarding, and are not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at these sites. If you choose to access any third party site, you do so at your own risk. The presence of a link to a third party site does not constitute or imply our endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the third party site.

We reserve the right to disable links from or to third party sites.

VI. DISCLAIMERS AND LIMITATION OF LIABILITY

THE WEBSITE IS PROVIDED BY US AND OUR WEBHOST ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY SHORES GLOBAL LLC. PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OF THE WEBSITE, OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT USE OF THE WEBSITE WILL BE 100% SECURE, UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE WEBSITE; OR (IV) THAT THE WEBSITE, ITS SERVERS, OR EMAIL SENT FROM OR ON BEHALF OF SHORES GLOBAL LLC. ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL WE OR ANY SHORES GLOBAL LLC PROVIDER BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING BUT NOT LIMITED TO RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM THE WEBSITE OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS, OR SERVICES. YOU HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE WEBSITE.

NEITHER WE NOR ANY SHORES PROVIDER WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE WEBSITE OR THE PURCHASE OF ANY PRODUCT THEREFROM, EVEN IF WE OR SUCH SHORES PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL SHORES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID SHORES IN THE ONE HUNDRED AND EIGHTY (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM AND IF YOU HAVE NOT PAID ANY AMOUNTS DURING THAT TIME PERIOD, YOU ACKNOWLEDGE THAT YOUR SOLE REMEDY SHALL BE TO CEASE USING THE SERVICES AND TERMINATE YOUR ACCOUNT.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO A USER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO SUCH USER, AND SUCH USER MAY HAVE ADDITIONAL RIGHTS.

VII. BINDING ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or any related agreement, their enforcement or interpretation, or because of an alleged breach, default or misrepresentation in connection with any of their provisions, shall be determined by binding arbitration. The arbitration proceedings shall be held and conducted by a single arbitrator in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (the "JAMS Rules"), as modified by this Agreement. Such arbitration shall occur in Los Angeles, California, and be initiated by any party in accordance with the JAMS Rules. The demand for arbitration shall be made by any party hereto within a reasonable time after the claim, dispute or other matter in question has arisen, and in any event shall not be made after the date when institution of legal proceeding, based on such claim, dispute or other matter in question, would be barred by the applicable statute of limitations. Discovery issues shall be decided by the

arbitrator. Post-hearing briefs shall be permitted. The arbitrator shall render a decision within twenty (20) days after the conclusion of the hearing(s). In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms of this Agreement, or to grant an award or remedy any greater than that which would be available from a court under the statutory or common law theory asserted. The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of California or federal law, or any of them, as applicable to the claim(s) asserted. Judgment on the award may be entered in any court of competent jurisdiction. The parties may seek, from a court of competent jurisdiction, provisional remedies or injunctive relief in support of their respective rights and remedies hereunder without waiving any right to arbitration. However, the merits of any action that involves such provisional remedies or injunctive relief, including, without limitation, the terms of any permanent injunction, shall be determined by arbitration under this paragraph. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall allocate all costs and expenses of the arbitration (including legal and accounting fees and expenses of the respective parties) to the parties in the proportions that reflect their relative success on the merits (including the successful assertion of any defenses).

VIII. INDEMNITY

You agree to indemnify and hold us, the Shores Providers, our subsidiaries, and affiliates, and our respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website or Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the Website or through the Services causes us to be liable to another.

IX. SEVERABILITY

The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

X. ACKNOWLEDGMENT

This Agreement, including all documents referenced herein, represents the entire understanding between you and us regarding your relationship with us and supersedes any prior statements or

representations. When using the Website, YOU AGREE TO BE BOUND BY THIS AGREEMENT. This Agreement is deemed accepted upon any use of the Website or any of the Services. This Agreement constitutes the entire agreement between you and us regarding the use of the Website and Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

XI. MODIFICATION

We reserve the right to make changes to the Website, posted policies and these Terms of Use at any time without notice.