

PRIVACY POLICY

LLS respects your right to privacy. This policy summarizes what personally identifiable information LLS may collect, and how LLS might use this information. This policy also describes other important topics relating to your privacy.

LLS will collect personally identifiable information as defined under HIPPA and HITECH (including, without limitation, name, title, company name, address, telephone number, or e-mail address) that you voluntarily provide through LLS' web site, computer application or e-mail correspondence. LLS will collect general information (such as the type of browser you use, the files you request, the pages you visit, the time of day they were visited and the domain name and country from which you request information) to improve this web site and better meet your needs.

If you enter into a transaction (such as a purchase) at this website or via LLS' computer application, you will be required to provide information that is needed to complete the transaction, including your name, shipping address, product selection(s), and your payment information. LLS does not keep any credit or other payment information longer than is necessary in order to comply with legal, tax, and auditing requirements. In some instances, your payment information and/or processing may be handled by a third party provider. When this occurs, LLS will never receive that information.

Other information you provide may be added to LLS' company database(s) and shared with LLS' affiliates or third parties including contractors, dealers, distributors and retailers. LLS may passively collect information that is automatically sent to LLS by your web browser, this application or your internet service provider or mobile carrier. This information typically includes your domain name, your user name, and your numerical IP address. The amount of information sent by your web browser depends on its settings. Please refer to your browser if you want to learn what information it sends. LLS use this type of information to see which web pages you visit at our website, which website you visited before coming to this website, and where you go after you leave our website. LLS can then develop statistics that help us understand how LLS visitors use this web site and how LLS can improve it.

Cookies

LLS may actively obtain information about you by installing a marker on your computer commonly called a "cookie." Cookies enable LLS to know you by a computer-generated, unique identifier. Your computer may be specially configured to reject cookies; please refer to your browser for more information.

Use of Information

The information will be used by LLS to respond to your inquiries, supply you with requested information on LLS' products and services or track orders you place with us. In addition, authorized third parties may be utilized by us to collect, track and process such information. If you have submitted personal information to us electronically and would like it removed or modified, please contact LLS. LLS will use reasonable efforts to comply with your request, but not less than compliance with any applicable law. It may be necessary, if required by law or if pertinent to judicial

or governmental investigations, to release your personally identifiable information. Although LLS has taken reasonable and prudent measures to protect its computer systems from unauthorized third parties, LLS IS not responsible for unauthorized dissemination or use by such third parties of your personally identifiable information.

LLS may use any of the information gathered at this website (other than credit information) for any legal purpose. LLS may analyze personal information for historical, statistical or scientific purposes, or LLS may store the personal information for your convenience should you return to this website or LLS' computer applications in the future. In the course of any of these activities, LLS may transmit any of the information LLS has collected to another country or share it with LLS affiliates or third parties including contractors, dealers, distributors and retailers. Whenever any personal information is transferred to an affiliate or third party, that party will be contractually bound to abide by LLS' privacy policy.

LLS may also use your personal information to investigate security breaches or cooperate with government authorities pursuant to a legal matter. Personal information collected online may also be combined with information you have provided to us through other sources such as product registrations, call centers, or publicly such as at trade shows or seminars.

In addition, LLS may have collected similar information from you in the past, before LLS' Privacy Policy took effect. By using this website or any LLS computer application(s) you agree to the terms of this privacy policy. By agreeing to the terms of this privacy policy you are consenting to LLS' continued use of previously collected information under the terms of this privacy policy.

Children and Parents

LLS does not intend to collect personally identifiable information from children without permission of the child's parent or legal guardian. Children should submit personally identifiable information to LLS only with the explicit permission of their parent or legal guardian. Where appropriate, LLS will instruct children not to submit personal information. If your child has submitted personal information and you would like to request that such information be removed, you may do so as indicated above, and LLS will use reasonable efforts to comply with your request.

Other Important Information

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Miscellaneous

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Any action related to these Terms will be governed by the law of the Commonwealth of Pennsylvania, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree to submit to the exclusive jurisdiction of the courts located in the County of Allegheny, Commonwealth of Pennsylvania, for the resolution of all disputes arising from or related to these Terms and/or your use of the web site.

LLS may revise these Terms at any time without notice by updating this posting. Your continued use of the web site after such modifications have been made will constitute your acceptance of such revised Terms. This web site may contain other proprietary notices and conditions of use, the terms of which must also be observed and followed.

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TERMS OF SERVICE

1. Agreement. These terms and conditions for the sale of services ("Terms") exclusively govern the sale of the services ("Services") by Larkin Living Spaces LLC (hereinafter "Seller") to you, the buyer, purchaser, or transferee the Services ("Buyer"). Seller's acceptance of any order of Buyer is conditioned on Buyer's assent to these Terms. Buyer must notify Seller immediately if it objects to or rejects these Terms; prior objection or rejection is ineffective. Buyer accepts these terms by authorizing or acquiescing in Seller's commencement of performing the Services. Seller hereby expressly objects to and rejects any and all additional or different terms proposed by Buyer, irrespective of when delivered or where located, and no such different or additional terms shall form part of this contract or be binding on Seller.
1. Prices and Payments. Buyer must confirm Seller's current prices before placing any order. All purchases shall be at Seller's then-current pricing as listed on this web site under the PRICING AND PLANS section, or Seller may refuse such order. Buyer expressly agrees to pay for additional revisions at twenty-five dollars (\$25.00 USD) per revision if said revisions exceeds two (2). Buyer shall pay Seller upon purchase of service plan as listed on the web site. Seller may at any time require Buyer to prepay or pay cash on performance in connection with any order. Seller may, without liability to Buyer, suspend or withhold performance if Seller has reason to believe that Buyer's credit or ability to pay is impaired and Buyer fails to provide adequate assurance to Seller's satisfaction. All payments shall be made in U.S. Dollars. Payment shall be delivered as specified by Seller. Seller shall have the right to set off against any monies due Seller hereunder. Seller shall have all remedies available to Seller under this contract, by law, and/or equity.
1. Taxes. All prices are exclusive of all applicable sales, use, and excise taxes, and any other taxes, duties, tariffs, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. To the extent legally permissible, all present and future taxes imposed by any federal, state or local authority of any country which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of the Services, including taxes upon or measured by the receipts therefrom shall be for the account of Buyer. Buyer shall promptly reimburse Seller for any taxes paid or withheld on Buyer's behalf, and Buyer shall hold Seller harmless for any and all costs, penalties, or interest that may be imposed relative to Buyer's taxes by any government authority.
1. Shipment & Delivery. All delivery shall be via electronic means, i.e. third party electronic mail provider. Buyer acknowledges and agrees that Seller does not possess an encryption or security drive for delivery of final Services or design deliverables. Therefore, in the event of a breach of electronic mail or other electronic system, Seller shall incur no liability whatsoever regarding such breach.

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1. Limited Warranty; Disclaimers.
 1. Seller warrants that the Services will be performed in a workmanlike manner and that all final design deliverables will be provided on an AS IS basis. Claims for non-conforming Services must be made within ten (10) days of receipt of the final design deliverable or all such claims shall be deemed waived.

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 1. Waiver of Indirect Damages. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE

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1. Use of Name. Seller may use Buyer's or Buyer's business' name and/or provided photographs on any first or third party marketing materials without prior written notice from Buyer.
1. Choice of Law; Jurisdiction. Any and all claims and liabilities shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to any conflicts of law issues. Any and all claims shall be filed in the County of Allegheny, Commonwealth of Pennsylvania and governed by such county, state and federal law located in that district.
1. Waiver. Waiver by Seller of any breach of these provisions shall not be construed as a waiver of any other breach. Waiver by Seller of any section of these provisions shall not be constructed as a waiver of the entire agreement.
1. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

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