WEBSITE TERMS OF USE

All users of this Site agree that access to and use of this Site is subject to the following terms and conditions and other applicable law. You agree that by using this Site, you are at least 18 years of age, or visiting under the supervision of a parent or guardian, and legally able to enter into a contract.

1. General

AVC Design & Decor LLC(“Company”, “we”, “us”, or “our”) is the owner and operator of this website, https://www.avcdesigndecor.com, (the “Site”). By accessing the Site, you agree to be bound by these Terms of Use and to use the Site in accordance with these Terms of Use, our Privacy Policy and any additional terms and conditions that may apply to specific sections of the Site or to services available through the Site or from the Company.

Please read these Terms of Use carefully to understand our terms regarding your use of the site and services offered by AVC Design & Decor LLC. If you do not agree with our terms, your choice is not to use our Website. By accessing or using this Website, you agree to the Terms of Use.

It is your responsibility to review these Terms of Use periodically. We may revise these Terms of Use at any time without notice to you. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the terms periodically for updates.

These terms of use are effective as of 8/3/23.

2. Intellectual Property Rights

This Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

● Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

● You may store files that are automatically cached by your Web browser for display enhancement purposes.

● You may download one copy of a reasonable number of pages of the Website for your own personal, non- commercial use and not for further reproduction, publication or distribution.

● If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You do not have the right to delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Website or materials available through the Website. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

3. User Contributions

The Website may contain testimonials, profiles, forums, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website. All User Contributions must comply with the Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By submitting or posting any materials or content on the Site, you grant us a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials. The Company will be entitled to use any content submitted by you without incurring obligations of confidentiality,

attribution or compensation to you. You represent and warrant that:

● You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our licensees, successors and assigns.

● All of your User Contributions do and will comply with these Terms of Use. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

4. Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

● Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

● Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

● Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

● Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.

● Be likely to deceive any person.

● Promote any illegal activity, or advocate, promote or assist any unlawful act.

● Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

● Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

● Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.

● Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Please note that we do not review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

5. Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to or from this Website, you do so entirely at your own risk and are subject to the terms and conditions of use for such websites.

6. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

● For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

● To transmit, or procure the sending of, any advertising or promotional material [without our prior written consent], including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

● To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity

(including, without limitation, by using email addresses associated with any of the foregoing).

● To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

● Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

● Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

● Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

● Use any device, software or routine that interferes with the proper working of the Website.

● Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

● Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

● Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

● Otherwise attempt to interfere with the proper working of the Website.

7. Monitoring and Enforcement

We have the right to:

● Remove or refuse to post any User Contributions for any or no reason at our sole discretion.

● Take any action with respect to any User Contribution that we deem necessary or appropriate at our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.

● Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

● Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

● Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

8. Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk.

We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any

third parties.

9. Copyright Infringement; Notice and Take Down Procedures

The Company specifically prohibits the posting of any content that violates or infringes the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that any material contained on this Site infringes your copyright or other intellectual property rights, you should notify us of your copyright infringement claim in accordance with the following procedure. The Company will process notices of alleged infringement that it receives and will take appropriate action as required by the Digital Millennium Copyright Act ("DMCA"). The DMCA requires that notifications of claimed copyright infringement should be sent to the following email address: alexis@avcdesigndecor.com.

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

● Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

● Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

● Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;

● Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

● A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

● A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

10. Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

11. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, at our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

12. Geographic Restrictions

The owner of the Website is based in the state of New Jersey in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

13. Disclaimer of Warranties

THE SITE AND ALL CONTENT ARE AVAILABLE "AS IS." COMPANY DOES NOT WARRANT THAT THE SITE OR ANY CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, AND INACCURACIES IN THE NEWS, INFORMATION, OR OTHER MATERIALS AVAILABLE THROUGH THE SITE OR ANY CONTENT.

WE DO NOT PROVIDE OR AUTHORIZE THE PROVISION OF MEDICAL, LEGAL, OR OTHER PROFESSIONAL ADVICE THROUGH THE SITE OR ANY CONTENT, AND SO WE DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF MEDICAL, LEGAL, OR OTHER PROFESSIONAL INFORMATION THAT IS CONTAINED WITHIN THE SITE OR ANY CONTENT. RATHER THAN RELYING ON THIS INFORMATION, YOU SHOULD SEEK ADVICE FROM A QUALIFIED PROFESSIONAL.

WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE SITE OR CONTENT. WE DO NOT GUARANTEE OR WARRANT THAT THE SITE, CONTENT, OR MATERIALS THAT MAY BE DOWNLOADED FROM

THE FOREGOING DO NOT CONTAIN VIRUSES, WORMS, "TROJAN HORSES," OR OTHER DESTRUCTIVE MATERIALS. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES.

14. LIMITATION OF LIABILITY.

IN NO EVENT SHALL THE COMPANY HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND IN NO EVENT SHALL THE COMPANY'S LIABILITY EXCEED THE FEES PAID UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

16. Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

17. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey.

You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

18. Successors and Assigns

This agreement shall inure to the benefit of and be binding upon the User and their respective heirs, legal personal representatives, successors and assigns.

19. Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

20. Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

21. Your Comments and Concerns

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to alexis@avcdesigndecor.com.