

# USA HOME IMPROVEMENT WEBSITE TERMS OF USE

Effective Date: July 12, 2022

USA HOME IMPROVEMENT, LLC, a Florida Limited Liability Company (“USAHI” or the “Company” or “we” or “us”), appreciates your interest in the Company’s websites located at <https://www.elegantstrand.com> and associated subdomains (the “Site”). The Site is offered to you conditioned on your acceptance of the terms, conditions, and disclaimers contained herein (the “Terms”). The Terms are a legal contract between you and the Company regarding your use of the Site. PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SITE.

BY ACCESSING AND/OR USING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY, AND COMPLY WITH, THESE TERMS, INCLUDING THE RESOLUTION OF ANY DISPUTES THROUGH BINDING ARBITRATION; WAIVING THE RIGHT TO SUE OR LITIGATE IN COURT, OR HAVE A JURY DECIDE THE CASE; AND LITIGATING OR ARBITRATING ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

Additional terms and conditions may apply to specific products, orders, or your use of certain portions of the Site, including with respect to ordering, shipping and return policies, and membership programs ("Additional Terms"), which Additional Terms shall be part of these Terms by reference. If there is a conflict between these Terms and the Additional Terms, the Additional Terms shall control.

## 1. DISCLAIMER

The Site’s information (the “Information”), Materials (as defined below), and Services (including, but not limited to user accounts, product purchasing and returns, chat feature, social media, press and media, and testimonials) provided on or through the Site are for general and non-commercial purposes only.

The Information, Materials, and Services do not, and are not intended to, constitute professional, financial, and/or legal advice. You shall not rely on them as such.

While the Company strives to ensure that Information is accurate, certain information may contain pricing errors, product description errors, typographical errors and other errors or inaccuracies which we may correct, at our discretion, without liability. If a product offered by the Company itself is not as described, your sole remedy is to return it in unused condition. The Company reserves the right to limit quantities of products purchased by you and to revise, suspend, or terminate a sale, event, or promotion at any time, and without notice (including after an order has been submitted and/or acknowledged). The Company makes no guarantee that all products described on the Site will be available at all times.

## 2. PRIVACY

Our Privacy Policy, available at [www.usahomeimprovement.com](http://www.usahomeimprovement.com) (the “Privacy Policy”), is incorporated into these Terms by reference. Please review the Privacy Policy carefully

for information relating to our collection, use, and disclosure of data. You explicitly consent to the collection, use, and storage of data as outlined in the Privacy Policy.

### 3. USER ACCOUNTS

The Company provides an Account (“Account”) to registered users who are 18 years or older who have not been suspended or removed by the Company for any reason (a “Member”).

All decisions regarding your eligibility to use the Account, and which types of data can be uploaded or viewed on the Account, are made solely and exclusively in the discretion of the Company. You agree not to contest any eligibility determination made by the Company. The Company may, without notice or liability, limit, modify, suspend, discontinue or restrict the use of any portion of the Account, including the availability of any portion of the content at any time; remove or edit content; or cancel orders.

Using the Account and its related services requires the use of a user name (your email address) and password. The password will be set by you when you register for an Account. You agree to: (i) keep the user name, password, and Account secure and confidential; (ii) accept responsibility for all activities that occur under your Account or password; and (iii) notify the Company immediately of any unauthorized use of your user name, password, and/or Account. Any use of another person’s username and/or password is expressly prohibited.

The Company does not sell products to children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use an Account only with involvement of a parent or guardian.

### 4. RISK OF LOSS

All items purchased from the Site will be shipped by a third-party carrier pursuant to a shipment contract. This means risk of loss and title for such items shall pass to you upon our delivery to the carrier.

### 5. CHAT FEATURE

The Company provides a voluntary chat feature through the Site (“Chat Feature”) to provide live chat messaging between you and the Company. You agree to use the Chat Feature only to post, send, and receive messages and material that are proper and permitted by applicable law. The Company reserves the right to limit, modify, suspend, discontinue or restrict the use of any portion of the Chat Feature at any time, without notice or liability.

### 6. THIRD PARTY SITES

The Site may contain links to other websites, products, or services solely as a convenience to you (“Linked Sites”). The Linked Sites are not under the control of the Company and the Company is not responsible for, and does not endorse, the contents, information, materials, products, or services contained on or accessible through any Linked Site. Access and use of Linked Sites, including the information, materials, products, and services on or available through Linked Sites is solely at your own risk.

### 7. SOCIAL MEDIA & SUBMITTED MATERIAL

Our social media pages, which include but may not be limited to Facebook, Twitter, Pinterest, Instagram, and YouTube (collectively “Social Media”), are delivered to you in accordance with these Terms and the terms of use of each of the Social Media

operators.

Any information, pictures, creative works, ideas, testimonials, suggestions, concepts, methods, systems, designs, plans, techniques or other materials submitted that you send to us or post on or through the Site, Services, or Social Media (including, for example items that you submit or post on our Facebook page, on our blogs, or send to us by e-mail) ("Submitted Materials") shall be deemed not to be confidential or secret, and may be used by us in any manner consistent with these Terms and the terms of use of each of the Social Media operators.

By submitting or sending Submitted Materials to us or posting it on or through the Site, Services, or Social Media, you represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any "moral rights" in Submitted Materials have been waived. We are not responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time and for any reason and without advance notice to you.

By submitting or sending Submitted Materials to us or posting it on or through the Site, Services, or Social Media, you grant us and our subsidiaries and affiliates a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and incorporate in other works any Submitted Materials (in whole or part) in any form, media, or technology now known or later developed, including for promotional and/or commercial purposes. You agree that we may use, or permit others to use, without charge, your name, biography, picture and likeness with the content you submit and otherwise in materials promoting, marketing or advertising the Services, or Social Media, or our goods or services, in any media, without any compensation or advance notice to you.

We reserve the right, but do not have an obligation, to monitor and review all materials posted by you to the Site, Services, or Social Media. We are not responsible for the content of any materials posted by users. We reserve the right to edit, refuse to post, remove any content you post, or block any social media account, for any reason, at any time and without advance notice to you. Our reasons for removing or refusing to post content include, that such content is objectionable to us in our sole discretion, that it violates these Terms, or that it violates any applicable law, ordinance or regulation. We may also limit your access to all or certain portions of the Site, Services, or Social Media without notice to you for any reason.

## 8. PRESS / MEDIA / TESTIMONIALS

Through the Site, you may access press articles and references about the Company ("In the Press") and/or testimonials that are received via email submission, social media, regular mail, or interviews ("Testimonials").

In the Press articles and references may be reached through Linked Sites. Access, use, and reliance of In the Press articles and references, including the information, materials,

products, and services on or available through Linked Sites is solely at your own risk. The Company may choose to display or remove any individual Testimonial or any part of any individual Testimonial, at any time, in its sole discretion. Testimonials are individual experiences, reflecting real life experiences of those who have used Company products and/or services. However, they are individual results and results vary. The Company does not guaranty that they are typical results that customers will achieve. The testimonials are not necessarily representative of all of those who will use Company products and/or services. The testimonials displayed are given verbatim except for correction of grammatical or typing errors. Some testimonials have been shortened, meaning; not the whole message received by the testimony provider is displayed. The Company is not a forum for testimonials; however, the Site provides testimonials as a means for customers to share their experiences with one another. To prevent against abuse, all testimonials appear after they have been reviewed by management of the Company.

The Company does not adopt the opinions, views or commentary of any In the Press articles or references and/or Testimonials on the Site, which are strictly the views of the provider.

#### 9. CONFIDENTIALITY OF COMMUNICATIONS

You agree and acknowledge that e-mail and the Internet are not secure methods of transmitting information. The Company does not guarantee or warrant the confidentiality or security of any data, communications, or information sent through email, the Site, any Services, Social Media, or left in voicemail messages on our telephones. You should not send any confidential, proprietary, sensitive, or other information to us unless otherwise agreed to by the Company. Unsolicited information and material may not be treated as confidential and will not be protected by any confidentiality.

#### 10. INTELLECTUAL PROPERTY RIGHTS

The Site is owned and operated by the Company. The Content, visual interfaces, trademarks, logos, service marks, graphics, design, compilation, information, graphics, videos, button icons, music and page headers, computer code (including source code or object code), products, software, services, and all other elements of the Site provided by the Company (the "Materials") are property of the Company and/or third-party licensors, and protected by United States copyright, trade dress, patent, and/or trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws.

Nothing contained on the Site should be construed as granting, by implication, or otherwise, any license or right to use any of the Materials displayed on the Site without the written permission of the Company. Your use of any of the Materials displayed on the Site is strictly prohibited, except that you are authorized to view one copy of the Material for your personal, non-commercial use only, subject to the following provisions: (a) the copyright, trademark, and other proprietary notices are kept intact; and (b) the information is not altered in any way. Any other use of the Materials is strictly prohibited. The Company reserves all rights to the Materials not expressly

granted in the Terms.

#### 11. COPYRIGHT INFRINGEMENT; NOTICE AND TAKE DOWN PROCEDURES

The Company 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, please submit your notification in accordance with the following procedure.

The Company shall process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act ("DMCA"). Notifications of claimed copyright infringement should be sent to the Site's Designated Agent at the following address:

USA HOME IMPROVEMENT  
580 Ansin Blvd Hallandale Beach,  
FL 33009, United States

The notification must be in writing and contain the following information:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

#### 12. RESTRICTIONS

By accessing and/or using the Site, Services, or Social Media, you agree not to do the following:

(a) use, copy, sell, post, display, print, publish, reproduce, distribute, transmit, modify, perform, broadcast, re-broadcast, translate, sell, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Site, Information, Materials, or Social Media, or any part thereof, except as expressly permitted by these Terms for your own personal, non-commercial, non-promotional use;

(b) use the Site, Information, Materials, or Social Media in a manner that: (i) violates any law, statute, ordinance, or regulation; (ii) violates, exploits, or harms, or attempts to violate, exploit, or harm, the legal rights (including the patent, trademark, copyright, privacy, or publicity rights) of any person or third party; (iii) promotes any illegal, commercial, advertising, or political activity, or advocates, promotes, or assists any unlawful, commercial, advertising, or political act; (iv) causes annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any person or third party; (v) defames, abuses, threatens, stalks, harasses, intimidates, or harms any person or third party, or discloses personal information; (vi) tracks any person or third party without their explicit consent; or (vii) could give rise to any civil or criminal liability

under any applicable local, state, national or international laws, statutes, ordinances, rules, regulations or ethical codes governing your jurisdiction, including confidentiality, data protection, and intellectual property laws;

(c) edit, remove, delete, alter, change or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Site, Information, Materials, or Social Media, including any copy thereof;

(d) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Site, Information, Materials, or Social Media; or

(e) damage, disable, or overburden the Company's servers, security, or network; impair the or interfere with any other party's use of the Site, Information, Materials, or Social Media; hack, mine passwords, transmit malware or spam, or use means to gain unauthorized access to the Site, the Company's networks, or Services.

The Company shall, in its discretion, cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone violating these restrictions.

### 13. MODIFICATIONS AND INTERRUPTIONS

The Company makes no representation or warranty that the Site, Information, Materials, Services, or Social Media will be available at all times. You acknowledge and accept that the Company does not guarantee continuous, uninterrupted or secure access to the Site, Information, Materials, Services, or Social Media, and the Site, Information, Materials, Services, and Social Media may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

The Company reserves the right to limit, suspend, modify, or discontinue the Site, Information, Materials, Services, or Social Media with or without notice to you, and you agree that the Company shall not be liable to you or any third party should the Company exercise its right to limit, suspend, modify, or discontinue the Site, Information, Materials, Services, or Social Media.

### 14. NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES

THE SITE, INFORMATION, MATERIALS, AND SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SITE, INFORMATION, MATERIALS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

WITHOUT LIMITATION TO THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SITE, INFORMATION, MATERIALS, OR SERVICES WILL MEET YOUR REQUIREMENTS, BE ACCURATE, COMPLETE, OR CURRENT, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, BE COMPLETELY SECURE, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE

ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, INCLUDING, WITHOUT LIMITATION THE CONTENT AND ANY ERRORS CONTAINED THAT ARE PROVIDED BY THIRD PARTIES.

Your decision to access the Site, or use the Information, Materials, Services, Social Media, or any Linked Site is at your own risk.

You acknowledge and agree that you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from access of the Site or Linked Site, or use of the Information, Materials, Social Media, or Services.

#### 15. INDEMNITY

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the Company and its members officers, directors, employees, agents, affiliates, successors and assigns from and against any and all damages, losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to: (a) your misuse of the Site, Linked Sites, Information, Materials, Social Media, or Services; (b) your breach of these Terms; or (c) a violation by you of any applicable law or regulation, or agreement or obligation to a third party.

#### 16. LIMITATION OF LIABILITY AND LIMITATION ON DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT, AND UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE COMPANY, ITS MEMBERS, ATTORNEYS, EMPLOYEES, AGENTS OR OTHER THIRD PARTIES MENTIONED ON THIS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER IN EXCESS OF FIFTY DOLLARS (\$50).

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE) REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 17. INTERNATIONAL USERS

The Site is controlled, operated and administered by the Company from our office within the United States. If you access the Site from a location outside the United States, you are responsible for compliance with all local laws. You agree that you will not use the Site in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

#### 18. SITE POLICIES AND MODIFICATION

Please review our other policies posted on the Site. These policies also govern your use of the Company's services.

The Company reserves the right, at its discretion, to change, modify, add, or remove portions of the Site, policies, or Terms at any time by posting the amended Terms or policies on the Site. You will be deemed to have accepted any changes by continuing to use the Site or Service. Except as otherwise stated, all amended terms shall automatically be effective thirty (30) days after they are initially posted.

The Terms may not be otherwise amended except in a writing hand signed by you and the Company. For purposes of this section, "writing" does not include an e-mail message. The most current version of the Terms will supersede all previous versions.

Please check the Terms periodically for changes.

If at any point you do not agree to any portion of the then-current version of the Terms, you must immediately stop using the Site and/or Service. The Company reserves the right to terminate these Terms and your access to the Site, Service, Social Media, the Information and/or the Materials at any time, for any or no reason.

## 19. GENERAL

**GOVERNING LAW:** These Terms are governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflicts of law principles, and the laws of the United States of America.

**DISPUTES:** Any dispute arising under the Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

**BINDING ARBITRATION:** In the event of a dispute arising under or relating to this Agreement, such dispute shall be finally and exclusively resolved by binding arbitration. NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO SUE OR LITIGATE ANY CLAIM IN COURT OR TO HAVE THE CLAIM DECIDED BY A JUDGE OR JURY. DISCOVERY RIGHTS, SUCH AS EACH PARTY'S RIGHT TO THE EXCHANGE OF PREHEARING INFORMATION OR PREHEARING TAKING OF SWORN TESTIMONY, MAY ALSO BE LIMITED IN ARBITRATION. All disputes shall be resolved before a single arbitrator, chosen by the Company in its sole discretion, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA), which are available at the AAA website [www.adr.org](http://www.adr.org). The arbitration may be conducted in person, through the submission of documents, by phone or online. If conducted in person, the arbitration shall take place in Broward County, Florida. The parties may litigate in court to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The Federal Arbitration Act and federal arbitration law shall apply to this Agreement.

**CLASS ACTION WAIVER:** Any arbitration or proceeding shall be limited to the dispute between the Parties, and: (i) no arbitration or proceeding shall be joined with any other; (ii) there shall be no right or authority for any dispute to be arbitrated or resolved on a class action basis or to utilize class action procedures; and (iii) there shall be no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE COMPANY ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

**SEVERABILITY:** If any provision of these Terms shall be unenforceable for any reason, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

**ENTIRE AGREEMENT:** This is the entire agreement between us relating to your access to the Site and use of the Service, and supersedes any prior agreement or understanding you have with the Company regarding the Site and the Service.

## 20. CONTACT

The Company welcomes your questions or comments regarding the Terms. Please



contact us at the following email: [support@elegantstand.com](mailto:support@elegantstand.com), or at the following address:

USA HOME IMPROVEMENT  
580 Ansin Blvd Hallandale Beach,  
FL 33009, United States