

# **JLV Creative Design Group LLC**

## **Terms of Use Agreement**

*Last Revised on September 28, 2021*

This Terms of Use Agreement (the “ToU”) is made between JLV Creative Design Group LLC doing business as JLV Creative (“JLV Creative,” “we,” “us,” or ”our”) and you, the individual choosing to use our Online Services as defined below (“you,” or the “user”).

Our Privacy Policy is subject to this ToU. There are terms in the Privacy Policy that materially affect how your personal information is stored, accessed, and processed. As such, you should read our Privacy Policy in addition to this ToU.

### **Online Services this ToU Covers**

JLV Creative is an interior design firm that offers interior design and staging services, and an online shop (the “JLV Shoppe”) whereby you can purchase interior items and furnishings from our showroom. This ToU applies to our online services, including our website [www.jlvcreative.com](http://www.jlvcreative.com), the JLV Shoppe ([www.shoppe.jlvcreative.com](http://www.shoppe.jlvcreative.com)), social media pages, and any future online services we develop (collectively the “Online Services”). Please note that our interior design and staging services are controlled by separate service agreements provided to you upon engaging us for such services.

### **Services This ToU Doesn’t Cover**

We love supporting our partners, and to show our appreciation, we may link to their websites and services. When you click on one of these links, you are leaving JLV Creative, and this ToU no longer applies. The way our partners or other third parties do business is out of our hands, and we assume no responsibility for the content, privacy policies, or practices of any third-party website or service. Please note that when you are using any other third-party platform to interact with our Online Services such as ShopPay, Google, Instagram, or Facebook, you agree to their services policies, and this ToU is in addition not in place of such agreements.

### **Acceptance of ToU**

We know these ToU’s can be tedious to get through. However, by accessing our Online Services, it is understood that you agree to comply and be legally bound by the terms set out in this ToU, which is why you really should stick it out and read the whole thing.

### **Changes to Terms**

From time to time, we may need to make changes to this ToU and may do so at any time. The date at the top of this ToU represents when this ToU was last revised. It is important to check this ToU from time to time to ensure that you are all caught up to date. By continuing to access or use our Online Services after a change has occurred, you agree to be bound by our updated ToU.

### **Conditions Before You Access Our Online Services**

Our Online Services are not targeted or intended to be used by people under the age of 18, and you are not permitted to make purchases from the JLV Shoppe unless you are over the age of 18. All children between the ages of 13 and 17 must have permission from their parent or guardian before accessing our Online Services. If you live outside of the United States, your country may apply stricter age limits. In some cases, even if you are older than 13, you may not be legally allowed to access our Online Services regardless of having parental permission. You must be authorized to use our Online Services and enter into this ToU if you are acting on behalf of a company.

## **User Accounts**

We don't personally require you to have a user account to browse our Online Services, including our JLV Shoppe offerings. However, if you wish to purchase interior items through our JLV Shoppe, you will either need to create an account to make the purchase or use our express checkout service operated by third parties, including [ShopPay](#) and [Google Pay](#) (available only if you have active accounts with such services). Further, in order to communicate via social media or interact with any of our other Online Services hosted by another third party, you may be required to provide personal information and, in some cases, create an account. Any personal information that we receive will be treated in accordance with our Privacy Policy.

## **Suspension and Termination of Your Account**

### **Involuntary Suspension or Termination of Your Account**

We will make best efforts to notify you if we have a reason to believe that you have violated this ToU and may issue you a written warning outlining the behavior that we believe is in violation. However, we reserve the right to suspend or terminate your account and prevent access to our Online Services and the JLV Shoppe at any time.

### **Voluntary Termination of Your Account**

You are free to delete your account at any time voluntarily. Your account may be terminated by requesting via email to [purchasing@jlvcreative.com](mailto:purchasing@jlvcreative.com) for us to terminate your account manually. Deleting your account will mean that you may no longer be able to easily log in to make purchases via the JLV Shoppe or be able to view your order history online. Information that you have previously provided to us will not be deleted along with your account unless you specifically ask for such information to be deleted. We will be sad to see you leave!

## **JLV Shoppe Pricing & Billing**

You can find the cost of our items in the JLV Shoppe clearly marked. There may be times when we need to make changes to our pricing; as such advertised prices are not guaranteed until a purchase has been made and you have received a confirmation email of such purchase. You can make your purchases using the third-party payments systems that we accept (ShopPay, Google Pay, etc.) or directly enter your credit card details. We only use PCI compliant vendors to process credit cards; this means we never personally see or store your credit card information unless we need to manually enter it due to technical issues, which we only do with your express permission. Discounts and coupons are only valid for the specific time period stated at the time of their issuance, cannot be combined with any other offer, and

are limited to one per person. Please note that all taxes and shipping costs are calculated after checkout.

### **JLV Shoppe Trade Program**

We currently offer all fellow interior designers a 10% discount on all goods purchased from the JLV Shoppe. For recognition into our trade program, you are required to apply via email to [purchasing@jlvcreative.com](mailto:purchasing@jlvcreative.com) by providing the following:

- o Your website address;
- o A copy of your interior design business or retail license;
- o A copy of your design related degree, proof of membership in a design organization or business bio; and
- o Your contact information (name, email address, business address, and phone number).

We reserve the right to deny any application for access to our trade program at our full discretion. If you are accepted into our trade program, you will be issued a unique promotion code that can be used when you are checking out of the JLV Shoppe. You are not permitted to share your promotion code with any third parties, and trade program discounts cannot be combined with any other offer. We reserve the right to cancel our trade program at any time without notice, and we reserve the right to suspend or terminate your access to the program at any time without notice.

### **JLV Shoppe Availability**

While we always try to ensure that we have availability of interior items at the time of your purchase, unfortunately, we cannot guarantee that a particular product will always be in stock even if it appears on the JLV Shoppe. If, after purchase, it comes to our attention that we are out of stock of an item you have purchased, we will reach out and arrange either a refund or credit towards another item.

### **JLV Shoppe Returns & Exchanges**

All change of mind returns and/or exchange requests must be submitted via email to [purchasing@jlvcreative.com](mailto:purchasing@jlvcreative.com) along with proof of purchase. You will be responsible for any fees associated with change of mind returns and exchanges, including return shipping costs which you will be required to coordinate, and a 25% restocking fee which will be deducted from any refund issued. If you receive an item from the JLV Shoppe that is damaged or faulty, you must report the damage or fault via email to [purchasing@jlvcreative.com](mailto:purchasing@jlvcreative.com) within 7 days of delivery of the item, and we will make all reasonable efforts to replace the item free of charge or issue a refund. All products returned to us for any refund or exchange must be in the same condition you received them and with all tags (if any) attached.

### **JLV Shoppe Shipping Conditions**

JLV only ships within the United States. If free shipping is available for your area, this will be via residential curbside delivery. If white glove delivery is needed, a quote can be requested by emailing [purchasing@jlvcreative.com](mailto:purchasing@jlvcreative.com) after an order is placed. All delivery timelines are communicated after an order is placed and are estimates only. All deliveries are

conducted by third parties, and we have no control over delivery delays. Any issues concerning delivery should be communicated via email to [purchasing@jlvcreative.com](mailto:purchasing@jlvcreative.com).

## **General Intellectual Property & Grant of License to Use Online Services**

Our Online Services contain content, such as the “JLV Creative” name and logo, our website design, our website code, videos, and photos that are protected by copyright, trademark, patent, trade secret, and other laws. We own and retain all rights in such content. We may also use some open source and licensed third-party content in our Online Services, such as fonts, photos and graphics. We do not make any claim of ownership to this content, and no user is permitted to use third-party content in a way that violates third-party licensing agreements. JLV Creative does not grant or transfer any other rights, title, or interest to you other than the following limited license: JLV Creative grants to you a limited, non-exclusive, non-transferable, revocable license to access and use JLV Creative’s Online Services for non-commercial personal purposes only. JLV Creative reserves the right to terminate this license at any time if your use of our Online Services is not in strict compliance with this ToU.

## **Publicity**

You grant to JLV Creative a perpetual, worldwide, payment-free, irrevocable license to use, repost, republish and share any public reviews, posts, or comments posted on any third-party platform (including Instagram, Facebook, and Google Reviews) that you make about JLV Creative for our publicity and marketing purposes.

## **Copyright Policy & DMCA Claims**

JLV Creative respects the intellectual property rights of others. Our policy is to respond to and investigate any claim that content used in connection with our Online Services infringe on the copyright or other intellectual property rights of any person or entity. If you are a copyright owner or an authorized agent of a copyright owner, and you believe that content on our Online Services infringes on another copyrighted work, please submit your claim via email to [jlv@jlvcreative.com](mailto:jlv@jlvcreative.com), with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged infringement. In accordance with 17 U.S.C. 512(c)(3) of the Digital Millennium Copyright Act (DMCA), your claim must include:

- o an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner;
- o a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- o identification of the URL or other specific location on our Online Services where the material that you claim is infringing is located;
- o your address, telephone number, and email address;
- o 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; and
- o 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 agent permitted to act on the copyright owner’s behalf.

Please be aware that you may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims relating to content that you report as being allegedly infringing in nature.

## **Representations and Warranties**

### **JLV Creative's Representations and Warranties**

JLV CREATIVE'S ONLINE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." JLV CREATIVE MAY USE REASONABLE EFFORTS TO CORRECT ERRORS AND OMISSIONS IN OUR ONLINE SERVICES. HOWEVER, JLV CREATIVE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT THAT THE LAW OF THE JURISDICTION PERMITS. JLV CREATIVE DOES NOT WARRANT THAT USE OF JLV CREATIVE'S ONLINE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT DATA WILL NOT BE LOST. JLV CREATIVE IS NOT RESPONSIBLE FOR ENSURING THAT YOU COMPLY WITH ALL OF OUR TERMS AND CONDITIONS AND WILL NOT BE LIABLE FOR ANY ACTIONS THAT RESULT FROM YOUR NON-COMPLIANCE.

### **User Representations and Warranties**

By using JLV Creative's Online Services, you represent and warrant that:

- o** You are free to enter into and comply with this ToU and are not under any disability, restriction, or prohibition, contractual or otherwise, that prevents you from entering into this ToU;
- o** You will provide accurate and truthful information regarding your personal identification and will not use any other person's information;
- o** You have read and agree to this ToU and will not use JLV Creative's Online Services for any fraudulent or inappropriate purpose or in a way that violates these terms and conditions;
- o** You will not try to reverse engineer our site or software to circumvent access to our Online Services;
- o** You will not circumvent or hack any technology used by JLV Creative to protect our Online Services and our users;
- o** You will not transmit any worms or viruses or any code of a destructive nature; and
- o** You will not copy or fraudulently reproduce JLV Creative's content or violate our intellectual property rights.

## **Limitation of Liability**

IN NO EVENT WILL JLV CREATIVE BE LIABLE FOR YOUR FAILURE TO PROVIDE ACCURATE OR COMPLETE INFORMATION, YOUR FAILURE TO KEEP PERSONAL INFORMATION CONFIDENTIAL, YOUR FAILURE TO COMPLY WITH ANY OTHER

LAWS, OR YOUR FAILURE TO COMPLY WITH THIS TOU. JLV CREATIVE WILL ALSO NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, CHANGES TO THE ONLINE SERVICES OR PLATFORM, TEMPORARY OR PERMANENT SUSPENSION OF ONLINE SERVICES, DAMAGE TO COMPUTER OR HARDWARE, SECURITY BREACHES, INTERRUPTION OF BUSINESS, LOST PROFITS, BREACH OF A THIRD-PARTY CONTRACT, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER RESULTING FROM AN ACTION UNDER CONTRACT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF JLV CREATIVE UNDER THIS TOU EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO JLV CREATIVE FOR OUR ONLINE SERVICES. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY ABOVE, JLV CREATIVE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE JURISDICTION. YOU ACKNOWLEDGE AND AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK AND HAVE BEEN REACHED DUE TO FUNDAMENTAL BARGAINING BETWEEN YOU AND JLV CREATIVE.

### **Indemnification**

You agree to indemnify and hold JLV Creative harmless from any and all claims, losses, liability, damages, expenses, and costs (including attorney fees, mediation, arbitration, and court costs) resulting from or arising from any breach by you of this ToU and any activity related to your engagement with our Online Services.

### **Privacy, Cookies, and Data Protection**

We care about your personal information; any personal information you provide to us is collected, stored, and processed by us and used according to our Privacy Policy. Our use of cookies and data protection systems are also explained in this policy.

### **International Users**

JLV Creative's Online Services are controlled, operated, and administered from our offices within the United States of America and are not intended to be subject to the laws or jurisdiction of any country outside of the United States of America. WE DO NOT REPRESENT OR WARRANT THAT OUR ONLINE SERVICES ARE APPROPRIATE, LEGAL, OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES OF AMERICA. Those who choose to access JLV Creative's Online Services outside of the United States of America do so on their own initiative and assume all risks associated with such access, including but not limited to any compliance with their particular jurisdictions' laws and regulations and any United States export controls. We reserve the right to limit our Online Services, in whole or in part, to any geographic location or jurisdiction we choose.

### **Dispute Resolution**

THIS SECTION OF OUR TERMS AND CONDITIONS SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND YOUR RIGHT TO BE PART OF A CLASS ACTION. PLEASE ENSURE THAT YOU READ THIS SECTION CAREFULLY AND FULLY UNDERSTAND THIS SECTION BEFORE USING AND ACCESSING OUR ONLINE SERVICES. THIS SECTION WILL SURVIVE TERMINATION OF THIS TOU AND TERMINATION OR EXPIRATION OF ANY ONLINE SERVICES PROVIDED BY JLV CREATIVE.

- Letting Us Know About Complaints

At JLV Creative, we hope that we can work out any complaints or differences that we may have with you respectfully and calmly. If you have any concerns about JLV Creative's Online Services, please reach out to JLV Creative to let us know. If we cannot work out our differences together, then the following mandatory binding arbitration will apply to resolve the dispute.

- Mandatory Binding Arbitration

If any controversy or claim arising out of or relating to Online Services provided under this ToU cannot be amicably resolved, such controversy or claim will be determined by binding arbitration rather than in a court of law. Except that mandatory binding arbitration will not apply with respect to any claims relating to infringement or misuse of intellectual property or any legal dispute that falls into the jurisdiction of a small claim court and would be more efficiently and cost-effectively resolved in a small claims court. The binding arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "AAA") and administered by the AAA in Charleston County, South Carolina. Arbitration must be commenced by filing a demand for arbitration with the AAA within one (1) year after the claim occurs or within one (1) year of the party asserting the claim becoming reasonably aware of the act or omission giving rise to the claim. If applicable law prohibits a one-year statute of limitations for asserting claims, claims must be asserted within the shortest period of time permitted by the applicable law. Except for attorney fees, all other costs associated with the arbitration will be shared equally between the parties, except where the AAA Rules provide otherwise.

- Prevailing Party

If an arbitrator or court of law determines a claim against JLV Creative to be frivolous or an opinion is found in our favor by the arbitrators or court, you agree to reimburse JLV Creative for all fees associated with the arbitration and/or court case, including attorneys' fees and arbitration/court costs.

- Class Action Waiver

You agree to waive any right to participate in a class or representative action or proceeding and warrant that any claims brought against JLV Creative will be initiated only in your individual capacity. Any relief awarded by an arbitrator or court of law will not affect other users of JLV Creative's Online Services.

## **Assignment**

You are not entitled to assign this ToU, in whole or in part, to another person, without the prior written consent of JLV Creative. JLV Creative reserves the right to assign this ToU, in whole or in part, to any third party at any time without notice, including but not limited to any individual or entity acquiring all or substantially all of the JLV Creative business or assets.

## **Survival of Terms Beyond Termination**

All provisions in this ToU that specifically state or logically ought to survive the termination of this ToU, or the termination of a user's account, will survive such termination, including but not limited to payment obligations, intellectual property rights, warranties, indemnities, and limitation on liability clauses.

## **Waiver and Severability**

No waiver by JLV Creative of any term or condition in this ToU will be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of this ToU or any other agreement. If any term or condition in this ToU is declared to be invalid, illegal, or unenforceable, for any reason, the remainder of the provisions will remain in effect and will be enforceable to the fullest extent possible.

## **Applicable Law and Jurisdiction**

Except where otherwise required by mandatory law, this ToU, as well as our Privacy Policy, is to be governed by and interpreted, constructed, and enforced in accordance with the laws of the state of South Carolina without regard to conflict of law provisions. All disputes are to be resolved in the jurisdiction of Charleston County, South Carolina.

## **Entire Agreement**

This ToU and our Privacy Policy represent the entire and exclusive agreement between JLV Creative and users of our Online Services. All previous written and oral agreements and communications related to the subject matter of this ToU and Privacy Policy are superseded. If any interior design service agreement or staging agreement is provided or has been provided in addition to this ToU and Privacy Policy, such agreements are intended to be in addition and not in lieu of this ToU. To the extent that there are any provisions in such service agreements that conflict with the terms of this ToU, the terms of the service agreement will prevail.

## **Contact Us**

Thanks for your patience in getting through all of the necessary legal language of this document! We have tried to be as clear as possible in communicating our expectations regarding our Online Services. However, if you have any questions about this ToU, our Privacy Policy, or JLV Creative's services in general, just reach out! We would be more than happy to explain.

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