

Effective Date: These Terms were last revised on December 8, 2017.

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SITE.

Introduction and Overview

Welcome! You have arrived at an online service location (e.g., web site or mobile application) that is owned and operated by 21st Century Flooring, LLC dba Luna Flooring (“Company” or “we,” “our” or “us”). These Terms of Use (“Terms”) govern your use of any online service location (e.g., website or mobile app) that posts a link to these Terms and also applies to all features, widgets, plug-ins, applications, content, downloads and other services (collectively, the “Site”) that are owned and controlled by us and that are available through or interact with a Site, and/or that post or link to these Terms, regardless of how you access or use the Site, whether via computer, mobile device or otherwise. By using the Site, you acknowledge, accept and agree to the Site’s Privacy Policy and consent to the collection and use of your data in accordance with the Privacy Policy.

It’s important that you read these entire Terms; but to help facilitate your review, here are some of the more significant terms we want to bring to your initial attention that are further detailed below. Capitalized terms have the meanings given to them where defined in these Terms.

- Each time you use the Site, these Terms and any applicable Additional Terms (defined below) then posted apply so you should check back each time you return for any updates.
- You may only use the Content (defined below) on the Site in connection with your permitted activities on the Site and not in an offline environment or in connection with another site or service. (**Section 1** and **Section 4**) You grant us a broad license to content you submit or post. (**Section 6**)
- Except as set forth in the Privacy Policy that applies to the Site, you and we do not have a confidential, fiduciary, or any other special relationship by virtue of your use of the Site or your communications to us through or related to the Service. (**Section 6**)
- We are providing the Service to you on an “as-is” basis, without any warranty of any kind, and our liability to you in connection with your use of the Service is very limited. Many other limitations and disclaimers relate to your use of the Site. (**Section 9** and **Section 10**)
- Many types of disputes that may arise in connection with your access to and use of the Site are subject to mandatory arbitration – which includes your waiver of a right to a jury trial. (**Section 16**)

If You Want to Use The Site,

then carefully read these entire Terms (including all links to details), as they constitute a written agreement between you and us and they affect your legal rights and obligations. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

Each time you access and/or use the Site (other than to simply read these Terms), you agree to be bound by and comply with the Terms and any Additional Terms (defined below) then posted. Therefore, do not use the Site if you do not agree.

The business realities associated with operating the Site are such that, without the limitations that are set forth in these Terms – such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes – we would not make the Site available to you.

By accessing and/or using any part of the Site, you agree to be bound by these Terms. In some instances, both these Terms and separate guidelines, rules, or terms of Site or sale setting forth additional or different terms and/or conditions will apply to your use of the Site or to a Site or product offered via the Site (in each such instance, and collectively “Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

It is important that you read and understand the full Terms before using the Site. To ease review, each section below contains a brief introductory summary and a link to the full explanation. You can click on the headings and the “More” links to be taken to the full explanation. Any capitalized terms that appear in but are not otherwise defined in the introduction are intended to have the meanings given to them elsewhere in the Terms.

1. Site Content, Ownership, Limited License and Rights of Others

We only grant you a limited revocable license to use the Site for your own non-commercial use subject to rules and limitations.

2. Copyrights and Copyright Agent

Users may not post content they do not own or control, and may be suspended or terminated if they do so. Copyright owners may give us notice of infringement by following specific instructions mandated by federal law.

3. Procedure For Alleging Infringement of Other Intellectual Property

You can also give notice of trademark and other infringements that you think occur on the Site.

4. Restrictions on Use of the Site and Content

Your use of our Site and Content is subject to various restrictions designed to protect us and our users. We may change or discontinue our Site in whole or in part.

5. User Forums

Use of our Site is subject to User Forums (defined below) usage rules and we have the right to manage our Site to keep its content appropriate.

6. Information You Submit

You grant us a broad license, which we may sublicense, to the content you submit, which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for, your content.

7. Third-Party Sites, Advertisements and Dealings with Third Parties

We are not responsible for third parties or their content, advertisement(s), apps or sites. Use caution when dealing with third parties.

8. Wireless Features

Wireless carrier charges may apply to use of the Site via wireless networks or Devices.

9. Disclaimer of Representations and Warranties

We disclaim most warranties and provide the Site "As Is".

10. Limitations of Our Liability

Our liability is greatly limited.

11. Waiver of Injunctive Or Other Equitable Relief

You waive equitable or injunctive relief.

12. Updates to Terms

These Terms and Additional Terms posted on the Site at each time of use apply to that use, and the Terms may be prospectively updated as our Site evolves. Posting of new Terms on the Site is notice to you thereof.

13. Indemnification

You agree to indemnify us for certain claims.

14. Linking Policy

You may link to our Site, subject to some basic rules.

15. Programs

If we offer special programs like a promotion, promotional discount or sweepstakes, Additional Terms apply.

16. Dispute Resolution

You agree to arbitrate most disputes and waive jury trial and class actions.

17. General Provisions

You agree to various other terms and conditions, which you should read here.

Full Details of Terms

1. Site Content, Ownership, Limited License and Rights of Others

A. Content. The Site contains a variety of: (i) materials and other items relating to Company and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Site, and the compilation, assembly, and arrangement of the materials of the Site and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, Site marks, and trade identities of various parties, including those of Company (collectively, “Trademarks”); and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”).

B. Ownership. The Site (including past, present, and future versions) and the Content are owned or controlled by Company and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Site is the property of Company or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Company owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Site. Except as expressly set forth in these Terms, no rights (either by implication, estoppel or otherwise) are granted to you. You may not use the Content except as expressly set forth in these Terms. **UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY OF THE CONTENT IS STRICTLY PROHIBITED.**

C. Limited License. Subject to your strict compliance with these Terms and the Additional Terms, Company grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download (temporary storage only), display, view, search, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “Device”) for your personal, non-commercial use only. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Company’s sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

D. Rights of Others. In using the Site, you must respect the intellectual property and other rights of Company and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability. Company respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Site, then please see Sections 2 and 3 below.

2. Copyrights and Copyright Agent

A. DMCA Notice. Company will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act (“DMCA”), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner’s) copyright in that

work has been infringed by an improper posting or distribution of it via the Site, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Site on which the material appears);
- (iv) your full name, address, telephone number, and email address;
- (v) a statement by you that you have 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;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

Company will only respond to DMCA Notices that it receives by mail, email, or facsimile at the addresses below:

By Mail: 21st Century Flooring, LLC dba Luna Flooring, LLC, 333 Northwest Ave., Northlake, IL 60164,
Attn: Hillary Victor, General Counsel

By Email: PrivacyPolicy@luna.com By Facsimile: 708-202-6134

It is often difficult to determine if your copyright has been infringed. Company may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Company may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

We have a policy of terminating the ability of users who (in our reasonable discretion) are repeat infringers to post submissions on the Site. Without limiting Company's other rights, Company may, in appropriate circumstances, terminate a repeat infringer's access to the Site and any other website owned or operated by Company.

B. Counter-Notification. If access on the Site to a work that you submitted to Company is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is

the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: "DMCA Counter-Notification";
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Site from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iv) your full name, address, telephone number, email address, and the username of your account (if you have an account);
- (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Northern District of Illinois), and that you will accept Site of process from the person who provided DMCA notification to us or an agent of such person; and
- (vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the address above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Site. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

3. Procedure For Alleging Infringement of Other Intellectual Property

If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Site, then you may send us a written notice to the address set forth above that includes all of the following:

- (a) a legend or subject line that says: "Intellectual Property Infringement Notice";
- (b) a description of the intellectual property that you claim has been infringed;
- (c) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Site on which the material appears);

(d) your full name, address, telephone number, and email address;

(e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;

(f) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and

(g) your electronic or physical signature.

We will act on such notices in our sole discretion. Any user of the Site that fails to respond satisfactorily to Company with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

4. Restrictions on Use of the Site and Content

A. Site Use Restrictions. You agree that you will not: (i) transmit or otherwise make available any content that is false, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, disparaging (including disparaging of Company or its affiliates), vulgar, obscene, pornographic, invasive of another's privacy, or that promotes violence, racial hatred, terrorism or illegal acts or is otherwise objectionable (as determined by Company in its sole discretion); (ii) transmit or otherwise make available any content that is unlawful or infringes, violates or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party; (iii) upload or transmit viruses, Trojan horses or other harmful, disruptive or destructive files or code or post material that interferes with any third party's uninterrupted use and enjoyment of the Site; (iv) impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Site or to Company, including forging any TCP/IP packet header or any part of the header information in any transmission to the Site for any reason; (v) transmit or otherwise make available through the Site any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas specifically designated for such purposes; (vi) violate any applicable local, state, federal or international law, rule or regulation; (vii) harass, stalk or otherwise abuse another user; (viii) aside from your purchase of goods or services offered for sale by Company or its subsidiaries or affiliates, use the Site for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ix) use any meta tags or any other "hidden text" utilizing any Trademarks; (x) engage in any activities through or in connection with the Site that seek to attempt to or do harm any individuals or entities or are

unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Company; (xi) reverse engineer, decompile, disassemble, reverse assemble, or modify any Site source or object code or any software or other products, services, or processes accessible through any portion of the Site; (xii) interfere with or circumvent any security feature of the Site or any feature that restricts or enforces limitations on use of or access to the Site, the Content, or the User-Generated Content (defined below); (xiii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Site,

including email addresses, without the express consent of such users); (xiv) attempt to gain unauthorized access to the Site, other computer systems or networks connected to the Site, through password mining or any other means; or (xv) otherwise violate these Terms or any Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Site: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Site by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any Additional Terms or with the prior written consent of an officer of Company or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way.

C. Availability of Site and Content. Company may immediately suspend or terminate the availability of the Site and Content (and any elements and features of them), in whole or in part, for any reason, in Company’s sole discretion, and without advance notice or liability.

D. Reservation of All Rights Not Granted as to Content and Site. These Terms and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Site. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Company and its licensors and other third parties. Any unauthorized use of any Content or the Site for any purpose is prohibited.

5. User Forums

Any user forums or interactive areas of the Site such as blogs, message boards, social networking environments, content creation tools, gameplay, social communities, email, and other communications functionality (collectively, “User Forums”) may be provided to give users an interesting and stimulating forum to express their opinions and share their ideas and information. Company does not endorse the content in such User Forums. As a user of the Site, these User Forums Usage Rules (“Rules”) are here to help you understand the conduct that is expected of members of the Site’s User Forums. Your participation in the User Forums is subject to all of the Terms, including these Rules:

- Your User-Generated Content. All of your User-Generated Content either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any Additional Terms. Your User-Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User-Generated Content that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your User-Generated Content or has any rights to your

User-Generated Content, or if anyone appears in the User-Generated Content, then you must also have their permission to submit such User-Generated Content to Company. (For example, if someone has taken a picture of you and your friend, and you submit that photo to Company as your User-Generated Content, then you must obtain your friend's and the photographer's permission to do so.)

- **Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family.** If you choose to submit photos to the Site, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.
- **Act Appropriately.** All of your Site activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build User Forums for everyone to enjoy. If you think your User-Generated Content might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Site. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.
- **Do Not Use for Commercial or Political Purposes.** Your User-Generated Content must not advertise or promote a product or Site or other commercial activity, or a politician, public servant, or law.
- **Do Not Use for Inappropriate Purposes.** Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your User-Generated Content.** Do not impersonate any other person, user, or company, and do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.
- **Others Can See.** We hope that you will use the User Forums to exchange information and content and have venue appropriate discussions with other members. However, please remember that the User Forums are public or semi-public and User-Generated Content that you submit on the Site within a User Forum may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on User Forum spaces and take care when disclosing this type of information to others.
- **Don't Share Other Peoples' Personal Information.** Your User-Generated Content should not reveal another person's address, phone number, email address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by Company.
- **Don't Damage the Site or Anyone's Computers or Other Devices.** Your User-Generated Content must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Site or any computer or other Device.

Company may not review every message posted by users in User Forums and is not responsible for the content of these messages. Company reserves the right to, but is not obligated to, delete, move or edit User-Generated Content, in whole or in part, submitted by you to a User Forum for any reason, including a determination by Company, in Company's sole discretion, that such User-Generated violates the Rules or violates any of these Terms. If you submit User-Generated Content that Company reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the User-Generated Content in question being removed from the Site. To protect your safety, please use your best judgment when using User Forums, and consider carefully whether you want to disclose any information that can be used to identify or locate you. You are solely responsible for your interaction with other users of the Site, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities. If you discover any content that violates these Terms, then you may report it [here](#). For alleged infringements of intellectual property rights, see **Sections 2 and 3**.

6. Information You Submit

A. General. Company may now or in the future offer users of the Site the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Site messages, avatars, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, "User-Generated Content"). . Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it.

B. Non-Confidentiality of Your User-Generated Content. Except as otherwise described in the Site's posted [Privacy Policy](#) or any Additional Terms, you agree that (a) your User-Generated Content will be treated as non-confidential – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned, and (b) Company does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon Company's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk.

In your communications with Company, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or

designs for websites, apps, products, services, books, scripts, software or otherwise (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you post on or send to us via the

Site are deemed User-Generated Content and licensed to us as set forth below. In addition, Company retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Company's receipt of your Unsolicited Ideas and Materials is not an admission by Company of their novelty, priority, or originality, and it does not impair Company's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

C. License to Company of Your User-Generated Content. Except as otherwise described in any applicable Additional Terms (such as a contest official rules), which specifically govern the submission of your User-Generated Content), you hereby grant to Company, and you agree to grant to Company, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. In order to further effect the rights and license that you grant to Company to your User-Generated Content, you also hereby grant to Company, and agree to grant to Company, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 6(C).

D. Company's Exclusive Right to Manage Our Site. Company may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content, and Company may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of User-Generated Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms, including, without limitation, the content restrictions set forth in [the Rules](#). Such User-Generated Content submitted by you or others need not be maintained on the Site by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Site or elsewhere.

E. Representations and Warranties Related to Your User-Generated Content. Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content

you submit, and that, as to that User-Generated Content, (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant Company the rights to it that you are granting by these Terms and any Additional Terms, all without any Company obligation to obtain consent of any third party and without creating any obligation or liability of Company; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to Company's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms (including the Rules) or any Additional Terms, or cause injury or harm to any person.

F. Enforcement. Company has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at Company's cost and expense, to which you hereby consent and irrevocably appoint Company as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

7. Third-Party Sites, Advertisements and Dealings with Third Parties

A. Third-Party Content and Sites; Advertisements. The Site may contain links to third-party websites that are not owned, controlled or operated by Company, and the Site may also include links to third-party ads on the Site or otherwise, to or from third-party websites (collectively, "Third-Party Sites"), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with Company. Company may have no control over the content, operations, policies, terms, or other elements of Third-Party Sites, and Company does not assume any obligation to review any Third-Party Sites. Company does not endorse, approve, or sponsor any Third-Party Sites, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Company is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. Finally, Company will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any

information or content contained within these Third-Party Sites. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Sites. Company disclaims all liability in connection therewith.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Site (including on or via Third-Party Sites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Company disclaims all liability in connection therewith.

8. Wireless Features

A. **Wireless Features.** The Site may offer certain features and services that are available to you via your wireless Device. These features and services may include the ability to access the Site's features and upload content to the Site, receive messages from the Site, and download applications to your wireless Device (collectively, "Wireless Features"). Our text communications programs that you may subscribe to are considered Site Wireless Features and governed by these Terms, even if you do not use the website to sign up for them. Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier with questions regarding these issues.

B. **Terms of Wireless Features.** You agree that as to the Wireless Features for which you are registered, we may send communications to your wireless Device regarding us or other parties, including using autodialer technology. Your consent to receive texts is not a condition of purchase, and no purchase is necessary. From time-to-time we may offer informational (e.g., appointment updates) and promotional text alert programs, and each program will be administered separately unless otherwise stated as part of the subscription process. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Site for Wireless Features, then you agree to notify Company of any changes to your wireless contact information (including phone number).

9. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT THE SITE AND ALL MATERIAL AND CONTENT CONTAINED ON IT ARE DISTRIBUTED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER NOW KNOWN OR HEREAFTER ENACTED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF ANY THIRD PARTY RIGHT, FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. Therefore, to the fullest extent permissible by law, Company and its parent(s), subsidiaries and affiliates and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "Company Parties") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- (a) the Site (including the Content and the User-Generated Content);
- (b) the functions, features, or any other elements on, or made accessible through, the Site;
- (c) any products, services, or instructions offered or referenced at or linked through the Site;

(d) security associated with the transmission of your User-Generated Content transmitted to Company or via the Site;

(e) whether the Site or the servers that make the Site available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);

(f) whether the information (including any instructions) on the Site is accurate, complete, correct, adequate, useful, timely, or reliable;

(g) whether any defects to or errors on the Site will be repaired or corrected;

(h) whether your access to the Site will be uninterrupted;

(i) whether the Site will be available at any particular time or location; and

(j) whether your use of the Site is lawful in any particular jurisdiction.

10. LIMITATIONS OF OUR LIABILITY

THE COMPANY PARTIES LIMIT THEIR LIABILITY IN CONNECTION WITH YOUR USE OF THE SITE AS SET FORTH BELOW:

YOU UNDERSTAND AND AGREE THAT THE COMPANY PARTIES ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SUCH SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. THE SITE MAY BE TEMPORARILY UNAVAILABLE DUE TO MAINTENANCE OR MALFUNCTION OF COMPUTER EQUIPMENT.

EXCEPT WHERE PROHIBITED: YOU AGREE THAT THE COMPANY PARTIES, AS APPLICABLE, ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, ECONOMIC, OR PUNITIVE DAMAGES), WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SITE) INCLUDING, WITHOUT LIMITATION, RESULTING IN ANY WAY FROM OR IN CONNECTION WITH: (1) THE SITE; (2) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY COMPANY OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITE; (3) THE CONTENT OR USER-GENERATED CONTENT; OR (4) ANY ERRORS OR OMISSIONS IN THE SITE'S TECHNICAL OPERATION, EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SITE CONTAINS FACTS, OPINIONS, VIEWS, STATEMENTS AND RECOMMENDATIONS OF THIRD PARTY INDIVIDUALS AND ORGANIZATIONS. THE SITE DOES NOT REPRESENT OR ENDORSE THE ACCURACY, TIMELINESS, COMPLETENESS, OR RELIABILITY OF ANY FACTS, OPINIONS, VIEWS, STATEMENTS, RECOMMENDATIONS OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH

FACTS, OPINIONS, VIEWS, STATEMENTS AND/OR RECOMMENDATIONS IS AT YOUR SOLE RISK. IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE COMPANY PARTIES BE LIABLE TO YOU FOR ANY REASON OR ANY CAUSE OF ACTION WHATSOEVER IN AN AMOUNT GREATER THAN ONE HUNDRED DOLLARS (\$100).

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

11. Waiver of Injunctive or Other Equitable Relief

IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SITE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SITE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY COMPANY OR A LICENSOR OF COMPANY.

12. Updates to Terms.

These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the Site to which it applies, shall govern such use (including transactions entered during such use). THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SITE MAY PROSPECTIVELY BE MODIFIED IN OUR SOLE DISCRETION AND WE MAY CEASE OFFERING THE SITE UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SITE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM, OR A LINK TO THEM, ON THE SITE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SITE AFTER SUCH NEW TERMS HAVE BEEN POSTED CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted terms of Site and any applicable Additional Terms each time you use the Site (at least prior to each transaction or submission). The Additional Terms

will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Site will continue to apply to such prior use (i.e., changes and additions are prospective only) unless otherwise mutually agreed in writing between you and Company. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page, and the email you provided to us for notices, all of which you agree are

reasonable manners of providing you notice. You can reject any new, revised or additional Terms by discontinuing use of the Site and related services.

13. Indemnification

By using the Site, you agree to, and you hereby, defend, indemnify, and hold Company Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Company Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User-Generated Content; (ii) your use or misuse of the Site and your activities in connection with the Site; (iii) your breach or alleged breach of these Terms or any Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Site or your activities in connection with the Site; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Company Parties' use of the information that you submit to us (including your User-Generated Content) (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by Company Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, Company Parties retain the exclusive right to retain counsel of their choosing, settle, compromise, and pay any and all Claims and Losses. Company Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of the Chief Executive Officer of the Company Party.

14. Linking Policy

If you link to the Site, we require that you follow these guidelines. We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Site, so long as: (a) the links to the Site must not damage, dilute or tarnish the goodwill associated with any Company names or any other intellectual property, nor may the link create the false appearance that your web site and/or organization is sponsored by, endorsed by, affiliated or associated with Company; (b) the links only incorporate text, and do not use any Trademarks, and (c) the links and the content on your website do not portray Company or its products or services in a false, misleading, derogatory, or otherwise

offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Company. You agree that you will not link to the Site from any source that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is libelous, defamatory, scandalous, or inflammatory or is otherwise inappropriate. Under no circumstances may you “frame” the Site or alter its intellectual property or Content in any way. Company reserves the right, in its sole discretion, prohibit linking to the Site or to terminate a link with any web site that it deems inappropriate or inconsistent with the Site or these Terms.

15. Programs

This Site may contain or offer promotions, promotional discounts, or sweepstakes (“Programs”) which may be governed by a separate set of rules that describe the Programs’ eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid and to determine the sponsor’s requirements of you in connection with the applicable Program.

16. Dispute Resolution

Certain portions of this Section 16 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Company agree that we intend that this Section 16 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 16 can only be amended by mutual agreement.

A. First – Try To Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the Site, the Content, your User-Generated Content, Wireless Features, these Terms, or any Additional Terms, whether heretofore or hereafter arising, including as relates to our service providers (collectively, “Dispute”), or to any of Company’s actual or alleged intellectual property rights (an “Excluded Dispute”, which includes those actions set forth in Section 16.D), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 16.A. Your notice to us must be sent to: Luna Flooring, 333 Northwest Ave., Northlake, IL 60164, Attn: General Counsel. For a period of sixty (60) days from the date of receipt of notice from the other party, Company and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Company to resolve the Dispute or Excluded Dispute on terms with respect to which you and Company, in each of our sole discretion, are not comfortable.

B. Forums For Alternative Dispute Resolution

(i) Arbitration. If we cannot resolve a Dispute as set forth in Section 16.A within sixty (60) days of receipt of the notice, then either you or we may submit the Dispute to formal arbitration in accordance with this Section 16.B. If we cannot resolve an Excluded Dispute as set forth in Section 16.A within sixty (60) days of receipt of the notice, then either you or we may submit the Excluded Dispute to formal arbitration only if you and Company consent, in a writing signed by you and an Officer or legal representative of Company,

to have that Excluded Dispute subject to arbitration. In such a case (and only in such a case), that Excluded Dispute will be deemed a “Dispute” for the remainder of this Section 16.B.

Upon expiration of the applicable sixty-day period and to the fullest extent permitted by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”); provided, however, our service providers will have the option to elect to apply this Section 16 to them in connection with your including them as a direct party in a Dispute arising out of their services for us. If the Dispute has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than fifteen (15) years’ experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA’s Supplementary Procedures for Consumer Related Disputes. If the Dispute has a claimed value of more than \$250,000, or if Company elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party-appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of these Terms and any Additional Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award. If you and Company do not both consent to the arbitration of an Excluded Dispute as set forth in the immediately preceding paragraph of this Section 16.B(i), then this paragraph and the remainder of this Section 16.B will not apply to the Excluded Dispute.

If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration Site that you and an officer or legal representative of Company consent to in writing. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for the number of arbitrators assigned to the Dispute set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration Site.

You can obtain AAA and JAMS procedures, rules, and fee information as follows:

AAA: 800.778.7879 JAMS: 949.224.1810

<http://www.adr.org> <http://www.jamsadr.com>

(ii) Nature, Limitations, and Location of Alternative Dispute Resolution. In arbitration, as with a court, the arbitrator must honor the terms of these Terms (and any Additional Terms) and can award the prevailing party damages and other relief (including attorneys’ fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Company to pay a greater portion or all of such fees and costs in order for this Section 16 to be enforceable, then Company will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the

applicable arbitration rules. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

C. Limited Time To File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT A EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 16.A) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

D. Injunctive Relief. The foregoing provisions of this Section 16 will not apply to any legal action taken by Company to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Site, any Content, your User-Generated Content, Wireless Features and/or Company's intellectual property rights (including such Company may claim that may be in dispute), Company's operations, and/or Company's products or services.

E. Small Claims Matters Are Excluded From Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 16.G.

F. No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitration or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section 16.B(i) holds that this restriction is unconscionable or unenforceable, then our agreement in Section 16.B to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 16.G.

G. Federal and State Courts in Cook County, Illinois. Except to the extent that arbitration is required in Section 16.B, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or federal court in Cook County, Illinois. Accordingly, you and Company consent to the exclusive personal jurisdiction and venue of such courts for such matters.

17. General Provisions

A. Company's Consent or Approval. As to any provision in these Terms or any Additional Terms that grants Company a right of consent or approval, or permits Company to exercise a right in its "sole discretion," Company may exercise that right in its sole and absolute discretion. No Company consent or approval may be deemed to have been granted by Company without being in writing and signed by an officer of Company.

B. Applicable Law. These Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the Illinois, without regard to its conflicts of law provisions.

C. Operation of Site; Availability of Products and Services; International Issues. Company controls and operates the Site from the U.S.A., and Company makes no representation that the Site is appropriate or

available for use beyond the U.S.A. If you use the Site from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Site may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Site and/or the provision of any content, program, product, Site, or other feature described or available on the Site to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, Site, or other feature that we provide. You and we disclaim any application to these Terms of the United Nations Convention on Contracts for the International Sale of Goods.

D. Severability; Interpretation. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these Terms or any Additional Terms, the word will be deemed to mean “including, without limitation,”. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. In the event there is a discrepancy or inconsistency between the English language version and any translated version of these Terms, unless otherwise provided by law, the English version shall prevail and govern.

E. Communications. When you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you subscribe to receive alerts or updates from us, you consent to be called by an autodialer, artificial voice technology, and/or pre-recorded message and agree to our Terms of Wireless Feature below.

F. Investigations; Cooperation with Law Enforcement; Termination; Survival. Company reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Site security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by Company in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Site, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Company under these Terms or any Additional Terms. Upon suspension or termination of your access to the Site, or upon notice from Company, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Site. The provisions of these Terms and any Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Company in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

G. Assignment. Company may assign its rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Company.

H. No Waiver. Except as expressly set forth in these Terms or any Additional Terms, (i) no failure or delay by you or Company in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

I. Connectivity. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service providers, mobile services, and any other services needed for your access to and use of the Site and you will be responsible for all charges related to them.