

## **J.ALLAN'S, TERMS OF SERVICE**

Last updated on JUNE 24, 2016.

THESE TERMS OF SERVICE ("AGREEMENT") ARE A LEGAL AGREEMENT BETWEEN YOU ("YOU", "YOUR", OR "CUSTOMER") AND J.ALLAN'S ("WE" OR "J.ALLAN'S"), THE OWNER AND OPERATOR OF THE WWW.SHOPJALLANS.COM WEBSITE (THE "SITE"). THIS AGREEMENT STATES THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE AND THE PRODUCTS SOLD ON IT. BY ACCESSING AND USING THE SITE, YOU ARE INDICATING THAT YOU ACCEPT, AND AGREE TO COMPLY WITH, THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE NOT PERMITTED TO, AND YOU MUST NOT, ACCESS OR USE THE SITE OR PURCHASE PRODUCTS FROM THE SITE.

By subscribing (as defined below), you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old, that you are using the Site with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to enter into this Agreement. If you are a parent or legal guardian who is registering for a child, you hereby agree to bind your child to this Agreement and to fully indemnify and hold harmless J.ALLAN'S if your child breaches or disaffirms any term or condition of this Agreement.

### **1 – CHANGES TO TERMS; PERSONAL INFORMATION/PRIVACY**

#### **1.1 – CHANGES TO THE SITE**

J.ALLAN'S may add to, change or remove any part of the Site, including, without limitation, any Content (as defined below) therein, at any time without prior notice to you.

#### **1.2 – PERSONAL INFORMATION/PRIVACY**

Customers agree to provide accurate, current, and complete information as required for the purchase of the Products and subscriptions(both as defined below in Section 3.1). J.ALLAN'S reserves the right to block further sales to Customers who provide false, inaccurate or incomplete data. Customer acknowledges that J.ALLAN'S uses a third party payment processing service to processing orders and bill fees to your credit card. J.ALLAN'S Privacy Policy, located at the URL: [www.shopjallans.com](http://www.shopjallans.com). The Privacy Policy explains how Customers' personally identifiable information is collected, used and disclosed. You hereby agree that we may use your personal information in accordance with the terms of the Privacy Policy.

### **2. – USE OF SITE ; PROHIBITIONS**

Subject to your compliance with this Agreement, J.ALLAN'S hereby grants you a limited, personal, revocable, non-transferable, non-sublicensable, and non-exclusive license to access the Site and use the content, information, text, images, graphics, interfaces, audio and video clips and any other materials displayed on the Site (collectively, the "Content"), solely for your personal, non-commercial use. You may not copy, modify, reproduce, publicly display or perform, distribute, or otherwise use the Content except as expressly set forth in this Agreement. You may not remove any copyright or other proprietary notices from any Content. If you breach any term of this Agreement, your authorization to use the Site and Content automatically terminates without notice to you.

You hereby represent and warrant that you will not, and will not induce any third party to: (a) attempt to disable or circumvent any security mechanisms used by the Site or Content or otherwise attempt to gain unauthorized access to any portion of the Site or Content or any other systems or networks connected to the Site, or to any server of J.ALLAN's or its third party service providers, by hacking, password "mining",

or any other illegal means; (b) use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic device, program, algorithm or methodology, or any comparable manual process, to access, acquire, copy, or monitor any portion of the Site or Content; (c) use any device, software or routine to interrupt or interfere with, or attempt to interrupt or interfere with, the proper operation and working of the Site or with any other person’s use of the Site; (d) track or seek to trace any information on any other person who visits the Site; (e) use the Site or Content for, or in connection with, any illegal purpose, to solicit, facilitate, encourage, condone, or induce any illegal activity, or as otherwise prohibited by this Agreement or applicable laws, rules or regulations; or (f) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of any proprietary software used to provide, maintain, or otherwise applicable to the Site or Content.

### **3 - TERMS OF SALE**

#### **3.1 - SALES OF PRODUCTS TO END USERS ONLY**

J.ALLAN’S Products (the “Product(s)”) from the Site to end-user customers who purchase them only for their own personal, non-commercial use. You may not purchase Products for further distribution or resale or for any other commercial or business purpose. All rights and privileges conferred are personal and non-transferable.

#### **3.2 - PRICING**

Pricing for Products (including any applicable shipping and handling fees) can be found on J.ALLAN’S then-current pricing on the products section of the site. The price that we will charge you for the Products will be the price as posted on the Site on the date you purchase it. J.ALLAN’S reserves the right to change prices for Products at any time, and does not provide price protection or refunds in the event of promotions or price decreases.

#### **3.3 – REFUND/CANCELLATION POLICY**

There are NO REFUNDS after delivery or pickup of merchandise. Returned merchandise must be in new condition and a 20% restocking fee will be charged and credit will be issued to be used for re-selections and/or a later purchase.

Returned merchandise is subject to inspection. We reserve the right to deny credit for any item based on the condition of the product(s).

Clearance items (“as-is”/outlet) and floor models cannot be returned.

There are NO RETURNS on SPECIAL ORDER merchandise.

Cancellation of any product on hold for future delivery and/or on special order will be subject to a 20% cancellation fee.

#### **3.4 - PAYMENT**

J.ALLAN’S accepts credit card payments only. You agree to pay all fees charged to your account based on J.ALLAN’S fees, charges, and billing terms in effect as shown on the payment page. You are also responsible for paying any sales and use taxes and shipping and handling fees that may apply to your purchase of Products based on the address that you provide as the shipping address and you authorize

J.ALLAN'S or the third party payment processing service provider that we engage to charge your credit card for any such taxes and fees. All payments shall be made by credit card in advance prior to shipping the Products. If you do not pay on time or if your credit card cannot be charged for any reason, J.ALLAN'S reserves the right to either suspend or terminate your account and terminate these Terms of Service. All sales and payments will be in US Dollars.

### **3.5 - SHIPPING**

The shipment date will be determined according to whichever date is closer to the date of the Customer's first purchase date. Shipping dates are estimates only. All shipments are sent Priority Mail or First-Class mail via the US Postal Service, UPS, or Fed-Ex. The risk of loss and title for all Products purchased via the Site pass to the Customer upon delivery of the item to the carrier.

### **3.6 – COMPANY DELIVERY**

Products such as large furniture pieces are eligible for delivery only. This ensures that customers receive large pieces with little or no damage. J.ALLAN'S supplies delivery personnel to carry out furniture shipments to customers. J.ALLAN'S also provides installation of the product in the space of your choice. An thorough inspection of the product by J.ALLAN'S delivery personnel and the person receiving the item(s). If any item is damaged or defective at the time of the inspection, a report will be done and sent in to J.ALLAN'S customer service. If any item is claimed defective or damaged after the inspection is done, J.ALLAN'S has right to deny credit for the item based on the condition.

## **4 – PROPRIETARY RIGHTS**

You hereby acknowledge and agree that J.ALLAN'S or its licensors own all legal right, title and interest in and to the Site and Content, including, without limitation, any and all intellectual property and other proprietary rights which subsist in the Site and Content, whether such rights are registered or unregistered, and wherever in the world those rights may exist.

J.ALLAN'S is a trademark of J.ALLAN'S in the United States. Other trademarks, names and logos on this Site are the property of their respective owners. Unless otherwise specified in this Agreement, all information and screens appearing on this Site, including Content, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of J.ALLAN'S, Copyright © 2016 J.ALLAN'S. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

## **5 – THIRD PARTY SITES; INDEMNIFICATION**

### **5.1 – THIRD PARTY WEB SITES**

The Site may provide links to third party Sites that are not owned or controlled by J.ALLAN'S, including, without limitation, Facebook, Instagram, and Pinterest("Third Party Sites"). We provide such links solely as a convenience to you. J.ALLAN'S does not review, approve, endorse, or make any representations about such Third Party Sites, the companies or persons who own and/or operate them, or any information, software or other products and services made available through such Third Party Sites, or any results that may be obtained from using them. You should exercise common sense and your own judgment, and if you decide to access any Third Party Sites linked to the Site, you do so entirely at your own risk, and you are solely responsible for your activities conducted in connection with such Third Party Sites. Your use of Third Party Sites is subject to the terms of use and privacy policies located on the linked to Third Party Sites which may be different from this Agreement or our Privacy Policy, including, without limitation, such Third

Party Sites' password and account security policies and user-generated content posting and acceptable use policies.

## **5.2 – INDEMNIFICATION**

You hereby agree to defend, indemnify and hold each of the J.ALLAN'S Parties (as defined in Section 6 below) harmless from and against, any and all losses, liabilities, damages, and/or claims (including, without limitation, attorneys' fees and costs) arising from your breach of this Agreement, or otherwise arising from your use or misuse of the Site, Content or Products.

## **6 – DISCLAIMER OF WARRANTIES**

THE SITE, CONTENT, PRODUCTS AND MEMBERSHIPS ARE FURNISHED TO YOU "AS IS" AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS, STATUTORY OR OTHERWISE, OF ANY KIND. J.ALLAN'S, ON BEHALF OF ITSELF AND ITS AFFILIATES, LICENSORS, SUPPLIERS AND THIRD PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "J.ALLAN'S PARTIES"): (A) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) DOES NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT, AND PRODUCTS WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SITE OR CONTENT WILL BE TIMELY, UNINTERRUPTED, STABLE, OR SECURE; (C) DOES NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT AND PRODUCTS WILL BE ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED; AND (D) DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OF THE USE OF THE SITE, CONTENT OR PRODUCTS IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE. YOUR USE OF THE SITE, CONTENT, PRODUCTS OR MEMBERSHIPS IS ENTIRELY AT YOUR OWN DISCRETION AND RISK AND YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE, CONTENT AND PRODUCTS.

THIS LIMITATION OF REMEDIES IS A PART OF THE BARGAIN BETWEEN YOU AND J.ALLAN'S. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY J.ALLAN'S OR ANY PERSON ON BEHALF OF J.ALLAN'S SHALL CREATE A WARRANTY OR CONDITION, OR IN ANY WAY CHANGE THIS EXCLUSION OF WARRANTY.

NOTHING IN THIS SECTION 6 SHALL EXCLUDE OR LIMIT THE J.ALLAN'S PARTIES' WARRANTIES, REPRESENTATIONS OR CONDITIONS TO THE EXTENT THEY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH WARRANTIES, REPRESENTATIONS OR CONDITIONS WILL BE EXCLUDED AND LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **7 – LIMITATION OF LIABILITY**

7.1 – IN NO EVENT SHALL ANY J.ALLAN'S PARTY BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCTS OR LOSS OF USE OF THE PRODUCTS, WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF A HOMEGROWN COLLECTIVE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 – IF, NOTWITHSTANDING THE FOREGOING, A J.ALLAN'S PARTY IS FOUND TO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH YOUR USE OF THE SITE, CONTENT, AND PRODCUTS THE RELEVANT J.ALLAN'S PARTY'S TOTAL

CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID J.ALLAN'S FOR THE PRODUCTS, AS APPLICABLE; AND (B) THE SUM OF ONE HUNDRED US DOLLARS (US\$100).

7.3 – NOTHING IN THIS SECTION 7 SHALL EXCLUDE OR LIMIT ANY J.ALLAN'S PARTY'S LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH J.ALLAN'S PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **8 – DISPUTE AND ARBITRATION; CLASS ACTION WAIVER; CHOICE OF LAW**

### **8.1 - DISPUTE AND ARBITRATION; CLASS ACTION WAIVER**

Please read this carefully. It affects your rights.

#### **Summary:**

Most customer concerns can be resolved quickly and to a customer's satisfaction by writing to our customer service department. In the unlikely event that our customer service department is unable to resolve a complaint you may have to your satisfaction (or if we have not been able to resolve a dispute we have with you after attempting to do so informally), we each agree to resolve those disputes ARISING OUT OF THIS AGREEMENT (OTHER THAN THOSE RELATED TO J.ALLANS ENFORCEMENT AND PROTECTION OF ITS NAME AND INTELLECTUAL PROPERTY RIGHTS) through binding arbitration or small claims court instead of in courts of general jurisdiction. This includes any claims against other parties relating to services or products provided or billed to you (such as our licensors, suppliers, dealers or third party vendors) whenever you also assert claims against us in the same proceeding.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. The arbitrator must follow this Agreement and can award the same damages and relief that a court can award.

We each also agree that this Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 8.2 below). ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATION'S AND CLASS ACTIONS ARE NOT PERMITTED. Neither you nor J.ALLAN'S has the right to act as a class representative or class representative or participate as a member of a class of claimants with respect to any claim.

### **8.2 – CHOICE OF LAW**

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state of Mississippi, without regard to its conflicts of laws rules. Foreign laws do not apply. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement.

## **9 – ELECTRONIC COMMUNICATIONS; GENERAL TERMS**

### **9.1 – ELECTRONIC COMMUNICATIONS**

Whenever you visit our Site, send emails to us, you are communicating with us electronically. For that reason, you also consent to receive communications from us electronically. We will communicate with you by email (if you have provided your email address to us, by posting notices on our Site or by phone, if

needed. 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, to the extent permitted by applicable law.

## 9.2- GENERAL TERMS

J.ALLAN'S may issue a warning, temporarily suspend, indefinitely suspend or terminate any Customer's right to use or access all or any part of the Site including any account thereon, without notice, for any reason in J.ALLAN'S sole discretion, including without limitation breach of this agreement and/or violation of the Terms of Service, J.ALLAN'S belief that such access would violate any applicable law, rule or regulation or would be harmful to the interests of, or potentially cause financial loss or legal liability to J.ALLAN'S or another user of the Site. This Agreement and the Privacy Policy constitute the entire agreement between you and J.ALLAN'S regarding its subject matter. J.ALLAN'S will not be responsible for failures to fulfill any of its obligations due to causes beyond its control. The failure of J.ALLAN'S to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any part of this Agreement is held invalid, illegal or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this Agreement, and the other parts will remain in full force and effect. The parties shall at all times and for all purposes be deemed to be independent contractors and neither party nor its agents may bind the other party. This Agreement is only valid in the English language. This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties, except that each indemnified J.ALLAN'S Party shall be a third party beneficiary hereunder. J.ALLAN'S may assign or transfer its rights, or delegate any performance, under this Agreement to a third party in its sole discretion. Customer may not assign or otherwise transfer its rights, or delegate its performance, under this Agreement to any third party without in each and every case, J.ALLAN'S express prior written consent. All terms which by their nature are intended to survive any termination of this Agreement, or any termination of your use of the Site, Content, and products shall survive such termination.