

**In using this website you are deemed to have read and agreed to the following terms and conditions:**

This User Agreement may be updated periodically on our Site without notice. By continuing to use our Site, you agree to be bound by such any changes to this User Agreement. Any updated User Agreements or changes shall become a part of this User Agreement and shall apply as soon as they are posted. The most current version of the User Agreement can be viewed at any time at [www.homesolutionz.com](http://www.homesolutionz.com). Any new features or functionality that augment or enhance our Site shall be subject to this User Agreement unless explicitly stated otherwise.

Telephonic service requests for our referral service (see below) also constitute your agreement to the terms, conditions and notices set forth below. The terms of this User Agreement apply to Home Solutionz ([www.homesolutionz.com](http://www.homesolutionz.com)) or email publications delivered to users or marketing materials.

By executing the Invoice (the “Contract”) furnished by Home Solutionz (the “Company”), whether by manual or electronic means, the customer identified therein (the “Customer”) and Company agree to all of the terms and conditions set forth herein (the “Terms and Conditions”). Customer and Company (collectively the “Parties”) expressly acknowledge that each of these terms and conditions are integral and material provisions of the Contract, and are hereby incorporated into the Contract. In continuing to use our Site you are agreeing to abide by the terms, conditions and notices set forth below:

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## **SCOPE OF WORK**

Company shall install the materials and perform the work (collectively the “Work”) described in the Contract in conformance with these Terms and Conditions, as well as any architectural drawings and plans, engineering specifications, or any other construction documents that were initialed by Company prior to the Parties’ execution of the Contract.

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## **CONTRACT PRICE**

Customer shall pay Company the amount identified in the Contract (the “Contract Price”) in accordance with the payment terms set forth in the Contract.

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## **ADDITIONAL PAYMENT TERMS AND AUTHORIZATION**

Customer shall pay the Contract Price for the Work as follows:

1. Customer shall pay an initial deposit upon execution of the Contract in the amount of: (1) 50% of the Contract Price for “Installation Only Projects”; or (2) 75% of the Contract Price for “Product, Equipment and Installation Projects”.
2. Customer shall pay the remaining balance of the Contract Price in phases as the different categories of the Work are started by Company, including but not limited to Carpet, Laminate, LVT, LVP, VCT, Hardwood, Tile, Showers, Paint, Cabinets, Granite, etc.
3. Company shall be deemed to have completed a category of the Work even if transitions and other minor details, including elements of the Work on back order, are incomplete, and such transitions and other minor details shall not delay payment of the remaining balance.
4. If Customer purchased a product through someone other than Company, and there is not enough product to complete the Work, then Customer shall pay to Company the remaining balance of the Contract Price, Customer shall order additional product to complete the Work, and Customer shall pay Company an additional \$150.00 service fee to return and complete the Work.
5. Customer agrees that the remaining balance of the Contract Price after payment of the deposit shall be automatically charged to the same payment method used by Customer to pay the deposit without any additional notice to Customer as the different categories of the Work are completed by Company. These payment methods may include credit card, debit card, PayPal account, bank account, or any other billing information. Customer specifically authorizes Company to auto-bill the credit card, debit card, PayPal account, bank account, or any other billing information used by Customer to pay the deposit. BY EXECUTING THIS AGREEMENT, CUSTOMER IRREVOCABLY AUTHORIZES AND CONSENTS TO THE AUTOMATIC BILLING PROVISIONS SET FORTH HEREIN.
6. Notwithstanding the foregoing, payment in full is due upon execution of the Contract if Customer procures financing for the Work.
7. Notwithstanding the foregoing, Installation Made Easy and/or Floor & Decor will collect the Contract Price from Customer for applicable projects.

8. Customer shall pay interest on all past-due amounts at the rate of eighteen percent (18%) per annum until the past-due amount is paid in full. Customer shall also pay an additional fee of ten percent (10%) for any amount: (a) not paid to Company when due; or (b) paid by Customer via credit card if the credit card issuer later rejects or refuses to make the payment or Company is later required to reimburse the credit card issuer.
  9. interfere with or disrupt our Site or servers or networks connected to our Site, or disobey any requirements, procedures, policies or regulations of networks connected to our Site;
  10. or intentionally or unintentionally violate any applicable local, state, national or international law.
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## **COMMENCEMENT AND COMPLETION OF THE WORK**

The Parties shall mutually agree on dates for Company to commence and complete the Work. Notwithstanding the foregoing, the Parties acknowledge that the Work may be delayed as a result of issues and events beyond Company's control, including but not limited to delays in producing, procuring, delivering, or installing products where the delay is caused by differences with or among workmen, strikes, lockouts, labor disturbances of any kind, riot, war, fire, earthquake, flood, weather conditions, acts of God or the public enemy, insurrection, sabotage, embargo, epidemics, government interference, changes in the law, regulations or government policy, delays in transportation, inability to procure materials and equipment, inability to secure power or transportation, timing of deliveries from Company's vendors or suppliers, and delays in performance by subcontractors. Accordingly, Company shall not be responsible nor liable to Customer for any losses or damages of any nature in connection with any delays in the commencement, performance and/or completion of the Work, including but not limited to any actual, direct, indirect, compensatory, consequential, incidental, liquidated, expectation, general, special, pecuniary, exemplary, or punitive damages.

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## **INDEPENDENT CONTRACTOR**

The Parties agree that nothing in this Contract will be construed as creating a joint venture, partnership, agency or employment relationship between the Parties, nor will

either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other Party. Customer acknowledges and agrees that Company is an independent contractor and neither Company nor its directors, officers, agents, employees, or affiliates is or shall be deemed employed by Customer. Company reserves the right to determine the method, manner and means by which the Work shall be performed and is not required to: (1) perform the Work for Customer during any particular hour of the day or night; or (2) devote its full time to the performance of the Work. Furthermore, Company has other customers and it offers its services to the general public. Accordingly, the order and sequence in which the Company performs services for its customers shall be under the control of Company and its agents, employees and affiliates.

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## CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. **Verification of Materials.** Customer shall verify the accuracy of the materials identified in the Contract, including but not limited to, as applicable: cushion, sub-flooring, transition moldings, wall moldings, grout color, grout type, and flooring material.
2. **Verification of Installation Direction.** Customer shall verify, as applicable, the plank and/or tile installation direction (straight, diagonal, custom pattern, etc.).
3. **Jobsite Conditions.** Many hardwood and laminate floors must be stored in the areas to be installed prior to installation to allow for acclimation. Temperature and humidity must be maintained within the manufacturer's specifications during acclimation, installation, and after installation. Failure to maintain proper temperature and humidity may cause permanent damage to flooring. Customer shall be responsible for damage to flooring caused by Customer's failure to maintain proper temperature and humidity for the flooring within the manufacturer's specifications during acclimation, installation, and after installation.
4. **Permits, Laws and Regulations.** Customer shall procure and pay for any and all local, state, or federal permits, inspections, and fees imposed directly or indirectly in connection with the Work, as well as any laws and regulations.
5. **Installation Date.** Customer shall arrange for a responsible adult to be at the jobsite for the entire day of installation and shall provide Company with access to

electricity and water (for tile and vinyl installation only) throughout the installation process.

6. Clear Path. Customer shall clear a path from the jobsite's point of entry to the location where the product shall be placed. Prior to delivery Customer shall also clear all rooms which shall be affected by the product or its installation.
7. Specific Items. Customer shall move, disconnect, and reconnect the following items: (1) electronics; (2) gas appliances; (3) ice-maker refrigerators; (4) grand pianos; (5) aquariums; (6) waterbeds; (7) grandfather clocks; (8) antiques; (9) breakables; (10) bedding; (11) draperies; (12) slate pool tables; (13) anything that may be fragile; and (14) personal items. Company shall not move, disconnect, or reconnect these specific items.
8. Furniture Removal. Customer shall remove, disassemble, and reassemble all furniture from the Work area unless otherwise agreed in the Contract. Company shall not disassemble or reassemble any furniture. If the Contract provides that Company shall remove furniture, Customer shall still be responsible for removing: (1) all items from china cabinets; (2) wall plaques and pictures from the Work area, as well as all rooms adjacent to the Work area; (3) bedding and pillows; (4) items from the top of dressers, tables, etc.; (5) dresser drawers; (6) all items from closets; and (7) the Specific Items identified above.
9. Tuning Pianos and Leveling Pool Tables. Customer shall tune pianos and level pool tables even if the Contract provides that Company shall move the piano and/or pool table. Company shall not disassemble or reassemble pianos or pool tables.
10. Carpet Removal. Customer shall remove all staples used to secure the cushion and carpet to the subfloor, but not the existing tack strip if Customer is replacing wall-to-wall carpet. Company shall reuse or replace the existing tack strip depending upon its condition.
11. Ventilation. Customer shall properly ventilate areas where new flooring products are installed for at least fourth-eight (48) hours after installation to avoid exposure to fumes and odors.
12. Product Use. Customer shall not resell or sublicense the materials identified in the Contract and shall only use them for Customer's own personal use. Any distribution of the materials identified in the Contract is strictly prohibited.

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## CHANGE ORDERS

The Work shall not be modified unless the Parties execute a mutually agreeable written change order. The change order, at a minimum, shall identify any modifications to the Work and the Contract Price.

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## **MATERIAL AMOUNTS**

Customer agrees that a two percent (2%) variance with respect to material widths is within mill tolerances and industry standards. Customer also agrees that material overage of approximately ten percent (10%) is required for certain materials in order to cut, seam, and trim the materials. The amount of the materials ordered and the installation charges are based on the amount of material needed to complete the Work and not necessarily on the installed amount. Customer shall pay for any material that must be ordered if additional material is needed to repair or complete the Work due to inaccurate measurements without regard to whether the inaccuracy is attributable to Company.

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## **PRODUCT COLOR**

Customer recognizes that color matching to samples will vary from dye lot to dye lot, and that hardwood, cork and bamboo are natural materials that will have color variations (including but not limited to variations between heartwood and sapwood, mineral streaks, and variations in the grain), and Customer agrees to accept color variances that fall within industry-established ranges. Customer also agrees that shading, pooling, water marking, shedding, fluffing or pile crushing are inherent characteristics of pile fabrics and do not constitute manufacturing defects. In addition, Customer agrees that missing tufts in looped carpet is not a defect and can be remedied by reinserting missing tufts by a qualified technician. Customer acknowledges that subtle variations in color and surface texture may not be fully revealed when viewing products from a computer or other electronic device, and that actual products colors may vary from those depicted on a computer or other electronic device. Accordingly, customer agrees to assume the risk of minor color or textural variations in the materials.

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## PRODUCT AVAILABILITY

Customer agrees that Company may discontinue any product at any time without notice to Customer, and that all sales to Customer are subject to product availability. Customer shall be notified as soon as possible if a product ordered by Customer is unavailable due to a miscalculation of Company's available inventory, and Customer's sole remedy shall be a refund of the purchase price of the unavailable product. Company may, with or without prior notice to Customer: (1) limit the available quantity of or discontinue any product; (2) bar Customer from making any or all transaction(s); (3) refuse to sell products to Customer; and (4) limit quantities on orders placed by the same user (or account), the same credit card, or orders that use the same billing and/or shipping address.

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## TYPOGRAPHICAL ERRORS

Customer acknowledges that despite Company's efforts to describe and display its products accurately in its marketing materials and in this Contract, delays in updating marketing materials may occur that are beyond Company's control and a small number of the products may be incorrectly priced, described inaccurately, or unavailable. COMPANY DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED WITH RESPECT TO ITS MARKETING MATERIALS AND THIS CONTRACT RELATING TO PRODUCT PRICES, EXACT PRODUCT FUNCTIONALITY OR PURPOSE OF USE, COLORS, SHAPES, SIZES OR AVAILABILITY, AND COMPANY MAY CHANGE OR UPDATE INFORMATION AND CORRECT ERRORS, INACCURACIES OR OMISSIONS WITH RESPECT TO ITS MARKETING MATERIALS AND THIS CONTRACT AT ANY TIME WITHOUT PRIOR NOTICE TO CUSTOMER.

Customer agrees that Company may cancel Customer's purchase of any product identified in this Contract that is subject to pricing errors or any inaccuracies in Company's marketing materials. Company shall notify Customer via email of any cancelled purchase.

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## CHARGES ON BEHALF OF CUSTOMER

Customer agrees to pay all charges that may be incurred by Company on behalf of Customer at the actual price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. All pricing is in United States currency (USD) unless otherwise stated in the Contract.

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## PRODUCT EXCHANGES

Customer may exchange an ordered product by requesting an exchange and completing a replacement order in writing within three (3) days of executing the Contract. Customer shall pay the full purchase price of the replacement product. Customer shall receive a credit against the purchase price of the replacement product in the amount of the purchase price of the original product less a restocking fee in the amount of twenty percent (20%) of the purchase price of the original product less any amounts paid to government entities, such as filing fees or taxes, or to other third parties with a role in processing your order.

If Customer seeks to exchange an ordered product more than three (3) days after executing the Contract but before the commencement of the Work, then Customer shall receive a credit against the purchase price of the replacement product in the amount of the purchase price of the original product less a restocking fee in the amount of thirty-three percent (33%) of the purchase price of the original product less any amounts paid to government entities, such as filing fees or taxes, or to other third parties with a role in processing your order.

Customer may not exchange an ordered product after commencement of the Work unless the Parties execute a change order. If applicable, credit card transaction refunds will be issued to the original credit card used to make the purchase, and cash or check transactions will be refunded via a corporate check which will be processed within fourteen (14) days of the return.

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## PRODUCT RETURNS

Customer is entitled to a refund for unused, undamaged products in unopened boxes (including all documentation, media or all other separate items or components included in the original shipment) that are purchased from store stock and returned within three (3) days of purchase. The amount of the refund shall be the purchase price of the product less a twenty percent (30%) restocking fee less any amounts paid to government entities, such as filing fees or taxes, or to other third parties with a role in processing your order.

Customer is entitled to in-store credit for unused, undamaged products in unopened boxes (including all documentation, media or all other separate items or components included in the original shipment) that are purchased from store stock and returned between three (3) and thirty (30) days of purchase. The amount of the refund shall be the purchase price of the product less a thirty-three percent (33%) restocking fee less any amounts paid to government entities, such as filing fees or taxes, or to other third parties with a role in processing your order.

Customer must present the original receipt to receive a refund or in-store credit and shall be responsible for pick-up and re-delivery charges. Credit card transaction refunds will be issued to the original credit card used to make the purchase. Cash or check transactions will be refunded via a corporate check which will be processed within fourteen (14) days of the return. Refunds shall expire, and Customer shall forfeit the refund amount, if the refund is not claimed within ninety (90) days of Company's issuance of the refund.

Products that are used, damaged, in opened boxes, special ordered, cut from store stock rolls, clearance merchandise, remnants, material overage, excess materials, and materials marked "As Is" or "Final Sale" may not be returned or cancelled, and under no circumstance shall any deposit for such products be refunded. Customer shall not be entitled to any other refund or in-store credit with respect to returned products.

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## CONTRACT CANCELLATION

If Customer seeks to cancel the Contract more than three (3) days after executing the Contract but before the commencement of the Work, then Customer shall pay to Company thirty-three percent (33%) of the Contract Price plus any applicable freight charges and restocking fees plus any amounts paid to government entities, such as filing fees or taxes, or to other third parties with a role in processing your order. Customer may not cancel the Contract after the commencement of the Work.

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## LIMITED WARRANTY

Company hereby assigns to Customer any and all written manufacturer and/or fiber company warranties applicable to the products furnished and/or installed by Company. These product warranties shall be identified in a product warranty statement furnished by Company to Customer. Company makes no warranties to Customer with respect to the products it furnishes and/or installs, and Company shall not be responsible nor liable to Customer for any defective products. Customer's sole recourse with respect to the products furnished and/or installed by Company shall be a direct claim against the manufacturer and/or fiber company based on the warranties assigned herein. This assignment shall be null and void if Customer fails to timely pay the Contract Price, or if Customer demands and receives a refund of any portion of the Contract Price. Notwithstanding the foregoing, clearance merchandise, remnants, and materials marked "As Is" or "Final Sale" are sold without warranty and may not be returned for any reason.

Company warrants to Customer for a period of twenty four (24) months that the installation of any products shall be performed in a commercially reasonable manner. The start date for this installation warranty shall be the last date that Company performed the Work. As an absolute condition precedent of any installation warranty claim, Company must receive written notice from Customer of the claim promptly upon discovery of the claimed defect but not later than the expiration of this installation warranty. Notwithstanding the foregoing, Company warrants to Customer for the period of Customer's life that the installation of certain products shall be performed in a commercially reasonable manner, but only if the Contract expressly states that the product qualifies for a lifetime warranty. This installation warranty shall be null and void if

Customer fails to timely pay the Contract Price, or if Customer demands and receives a refund of any portion of the Contract Price. This installation warranty is not transferable and shall terminate immediately upon a conveyance, sale or transfer of the Work.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES—WHETHER WRITTEN, ORAL, DIRECT, INDIRECT, STATUTORY, EXPRESS, IMPLIED, OR ARISING FROM A COUSE OF DEALING, USAGE OR TRADE PRACTICE; AND INCLUDING ANY REGARDING THE LEGALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR OR INTENDED USE OR PURPOSE WITH RESPECT TO THE WORK OR ANY OTHER MATTER WHATSOEVER—NOT SPECIFIED HEREIN. NOTWITHSTANDING THE FOREGOING, TO THE EXTEND THAT THE GOVERNING JURISDICTION PROHIBITS OR RESTRICTS THE DISCLAIMER OR WAIVER OF THE FOREGOING WARRANTIES, THE SCOPE AND DURATION OF ANY REQUIRED WARRANTIES SHALL BE LIMITED TO THE FULL EXTENT ALLOWED BY LAW.

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## WARRANTY CLAIMS

The customer shall submit warranty claims to the Company via email at [billing@homesolutionz.com](mailto:billing@homesolutionz.com). Warranty claims shall include (1) Customer name and contact information; (2) Invoice or Service Agreement number; (3) the first and last dates that Company performed the Work; (4) a detailed description of the claimed installation defect; and (6) pictures of the claimed installation defect. The customer shall pay to Company a service deductible of \$150.00 per warranty claim. Company and Customer shall schedule an inspection at a mutually agreeable date and time within a reasonable period of time after the Company's receipt of a warranty claim. If a meritorious warranty claim has been timely submitted to Company, then the Company shall, in its sole discretion, either repair or re-install the defective Work or refund the cost of the defective Work. If the product originally installed is no longer available, then Company may select a comparable substitute product of equal quality. Minor color variations may exist between the replacement product and the originally installed product and are not indicative of a defective replacement product. If the Company refunds the cost of the defective Work, then all of the warranties set forth herein shall be immediately terminated, and Customer shall be solely responsible for the repair, replacement, and/or removal of any products installed, repaired, or otherwise related to the Work performed by Company. The warranty period, as well as the duration of any

applicable manufacturer warranties, shall not be extended by any warranty work performed by Company.

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## LIABILITY LIMITATIONS

In no event shall Company have any liability to Customer, whether as a result of breach of contract, warranty, tort liability (including negligence), statute, common law, equity, strict liability or otherwise, and whether arising before or after the completion of the Work, for any indirect, consequential, incidental, liquidated, expectation, general, special, pecuniary, exemplary, or punitive loss or damage of any kind or nature whatsoever, including but not limited to damage to or loss of use of property, loss of profits or revenues, lost data or goodwill, and cost of purchased or replacement products, arising out of or in any way relating to this Agreement or the Work. In addition, Customer agrees that any action against Company based in contract or warranty shall be commenced within eighteen (18) months of completion of the Work.

Customer also agrees that Company shall not be liable under any legal theory for any damage of any kind or nature whatsoever with respect to the following:

1. Dust. The flooring installation process may generate a considerable amount of dust that cannot be contained to the Work area. Company is not responsible for dust relating to or resulting from the Work. Customer is hereby warned to take adequate measures to protect Customer's belongings and health from dust.
2. Squeaks. Company cannot repair, and is not responsible for, existing floor squeaks, nor can Company guarantee that any attempt to repair such squeaks will be effective
3. Doors. Company is not responsible for cutting doors. Company may remove doors to install flooring, but Company is not responsible for damage to doors or for replacing doors if the Work does not provide adequate clearance for the doors.
4. Walls & Baseboards. The condition of existing walls and molding is beyond Company's control. In addition, the flooring installation process may result in stain or other materials coming into contact with walls and molding such as baseboards. Accordingly, Company is not responsible for damage to walls or molding relating to or resulting from the Work. Customer is responsible for any

such damage and touch-up work. Customer is hereby warned to apply new paint and/or wallpaper after (rather than before) Company performs the Work.

5. Carpet and Vinyl Seams. The visibility of seams is dependent upon the product, lighting, and seam direction. The adequacy of Company's efforts to conceal seams shall be left to the sole discretion of Company, and Company shall not be responsible for claims that the seams have not been properly concealed.
6. Sub-floors and Underlayment. Installing new hard surface floors without the recommended sub-floor and underlayment will void the installation and product warranties set forth above. Company is not responsible for issues arising from the floor structure or underlayment to the extent that the installation of these items was not part of the Work.
7. Pre-existing Structural Issues. Company is not responsible for concealed structural issues, including but not limited to termite or water damage to the sub-flooring, which may be discovered after commencement of the Work. If concealed structural issues are discovered, the Work shall be suspended until Customer remedies the structural issue.
8. Toilets. Unforeseen plumbing conditions may cause water leaks in connection with the removal of toilets to perform the Work. Company is not responsible for water leaks relating to or resulting from the Work. Customer is responsible for any such damage and repair work, including but not limited to water damage and the costs associated with hiring a professional plumber to repair the leak.
9. Customer Responsibilities. Company is not responsible for claims or damages relating to or resulting from Customer's performance or failure to perform, as applicable, any of the Customer Responsibilities set forth above. Company is also not responsible for claims or damages relating to Company's movement of Customer's personal property.
10. Delays. Company is not responsible for claims or damages relating to or resulting from delays in the commencement and completion of the Work.
11. Product Use. Company is not responsible for claims or damages relating to or resulting from normal wear and tear, product misuse or abuse, product modification, improper product selection, non-compliance with any laws, or product misappropriation.
12. Color Variations. Company is not responsible for minor color or textural variations in the materials.
13. Hazardous Substances. Company is not responsible for damages relating to or resulting from the identification, detection, abatement, encapsulation or removal of mold, asbestos, lead based products or other hazardous substances.
14. Maintenance. Company is not responsible for damages relating to or resulting from Customer's failure to provide reasonable maintenance, including but not

limited to cleaning, sealing, painting and/or caulking the materials, as well as clearing debris from gutters or roofs.

15. Third-party Actions. Company is not responsible for damages relating to or resulting from the installation, removal, repair, reinstallation, painting, or adjustment of the Work by third parties, or from any other acts or omissions of third parties with respect to the Work.

16. Other Causes. Company is not responsible for any damage caused by occurrences beyond the control of Company, including but not limited to settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, weathering, corrosive effects of salt air and chemical pollutants, fading, deterioration of caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquakes, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the US Weather Bureau, other acts of God, intentional acts, unreasonable use, vandalism or pollution.

In addition, Company's liability shall in all cases be limited to the amount of the Contract Price actually paid to Company for the Work giving rise to the claims asserted against Company. Customer further agrees that Company's officers, directors, shareholders, members, managers, affiliates, agents, attorneys, successors, and/or assigns shall not be personally liable for any claims or damages with respect to the Contract or the Work. Customer knowingly and intentionally relinquishes any claims or damages that are inconsistent with the liability limitations set forth in this Section of the Terms and Conditions.

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## **INDEMNIFICATION**

Customer covenants and agrees to indemnify, defend, protect and hold harmless the Company and its officers, directors, shareholders, members, managers, affiliates, agents, attorneys, insurers, successors and assigns from and against any and all claims, damages, actions, liabilities, costs and expenses resulting or arising from the acts or omissions of Customer, including but not limited to any breach of this Contract.

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## **NEGATIVE STATEMENTS**

The Parties acknowledge that customer reviews may be used for improper purposes such as to extract unjustified and unwarranted advantages, benefits and concessions. Accordingly, Customer covenants and agrees to never disseminate or publish, orally or in writing, a review relating to the Company, the Contract or the Work that is unlawful, defamatory, libelous, slanderous, harassing, abusive, obscene, or is clearly false or misleading.

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## **INTERPRETATION**

The captions and headings contained herein are for convenience of reference only and shall not be construed as substantive provisions of the Contract. The Contract shall be construed and interpreted as if drafted equally by all Parties hereto. No course of prior dealings between the Parties and no usage of trade will be relevant to determine the meaning of or interpretation of any provision contained in the Contract.

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## **SEVERABILITY**

Each of the provisions of the Contract are independent of one another. Any provision of the Contract found to be unenforceable shall be severed from the remaining terms and conditions, and the remainder of the terms and conditions shall be enforced to the full extent allowed in law or equity. Any unenforceable provision of the Contract shall be re-written by a court or other tribunal interpreting the same such that it is then enforceable and most closely approximates the intent of the Parties.

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## **COLLECTIONS AND DISPUTES**

The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. The venue for any judicial proceedings or other dispute resolution process shall be the county in which the Work is performed. The prevailing party in any dispute relating to the enforcement of the Contract shall be entitled to recover its

reasonable debt collection costs and fees of up to forty percent (40%) of the principal amount due and owing, as well as legal costs, restocking fees, and attorney fees, without regard to whether these costs and fees were incurred before or after the commencement of a civil lawsuit.

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## **WAIVER**

No failure by Company to insist upon the strict performance of any covenant, duty, agreement, or condition of the Contract, or to exercise any right or remedy upon the breach thereof, shall constitute a waiver of any breach of the Contract.

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## **ASSIGNMENT**

The Contract inures to the benefit of and is binding upon the Parties and their respective successors and assigns. Customer may not assign, delegate or otherwise transfer all or any part of Customer's rights or obligations under the Contract without the prior written consent of Company, and any attempt to do so without Company's prior written consent shall be null and void.

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## **SHIPPING POLICY**

Company's Shipping Policy is expressly incorporated into these Terms and Conditions.

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## **WEBSITE TERMS OF USE**

Company's Website Terms of Use is expressly incorporated into these Terms and Conditions.

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## **PRIVACY AND COMMUNICATIONS POLICY**

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Company's Privacy and Communications Policy is expressly incorporated into these Terms and Conditions.

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## **ENTIRE AGREEMENT**

The Contract, including these Terms and Conditions and the documents incorporated herein, constitutes the entire understanding between the Parties hereto with respect to the subject matter thereof and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written.

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## **MODIFICATION**

The Contract may not be superseded, modified, waived, amended, or changed except by a written instrument signed by the Parties.

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## **ADDITIONAL AGREEMENTS**

Company may provide warranty repair and product discount membership services ("Other Services and Products") through its website to Customer under the terms of a separate agreement ("Another Agreement"). The terms and conditions governing your purchase and use of Other Services and Products are contained exclusively in the Other Agreement. This Agreement shall not be deemed or construed to alter or amend the terms of any Other Agreement.

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## **AUTHORITY**

The individual executing the Contract expressly represents and warrants that s/he is authorized and has the right to bind the Customer identified in the Contract to the Contract, including these Terms and Conditions.

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## DISCLAIMERS

You use our site subject to certain disclaimers: our site is available “as is.” we do not warrant that our site will be uninterrupted or error-free. there may be delays, omissions, interruptions and inaccuracies in the news, information or other materials available through our site. we do not make any warranties, express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, with respect to our site or any information or goods that are available or advertised or sold through our site. we do not make any representations, nor do we endorse the accuracy, completeness, timeliness or reliability of any advice, opinion, statement or other material or database displayed, uploaded or distributed in our site or available through links in our site. we reserve the right (but are not obligated) to correct any errors or omissions in our site.

Although we intend to take reasonable steps to prevent the introduction of viruses, worms, “trojan horses” or other destructive materials to our site, we do not guarantee or warrant that our site or materials that may be downloaded from our site do not contain such destructive features. we are not liable for any damages or harm attributable to such features. if you rely on our site and any materials available through our site, you do so solely at your own risk.

Our site may contain various combinations of text, images, audiovisual productions, opinions, statements, facts, articles, market data, stock quotes, or other information created by Home Solutionz or by third-parties. due to the number of sources from which content on our site is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such content. accordingly, such content, including the market data, is for your reference only and should not be relied upon by you for any purpose. such content is not intended for the purpose of tax or investment advice and it does not advocate the purchase or sale of any security or investment. information created by third parties that you may access on the site or through links is

not adopted or endorsed by Home Solutionz and remains the responsibility of such third parties.

From time to time, we may post recipes on our website. in no way we provide any warranty, implied or otherwise, as to the content of recipes, including the accuracy of the instructions they contain. it is your responsibility to determine the value and quality of any recipe or instructions, the nutritional value (if any), the safety of the preparation instructions, and any possible medical condition that may arise from the consumption of the ingredients listed in the recipe. recipes taken from our website and prepared are done so “at your own risk”. we are not responsible for any damage or negative result (whether to health or property) resulting from the preparation of food using our recipes or the instructions they contain.

All material and information presented by Home Solutionz are intended to be used for personal educational or informational purposes only. The statements made about products have not been evaluated by the U.S. Food and Drug Administration and the results reported, if any, may not necessarily occur in all individuals. The statements and products are not intended to diagnose, treat, cure, or prevent any condition or disease. All products should be used strictly in accordance with their instructions, precautions, and guidelines. You should always check the ingredients for products to avoid potential allergic reactions. Use of the Site is not meant to serve as a substitute for professional medical advice. Please consult with your own physician or health care practitioner regarding the use of any goods, products, or information received from the Site before using or relying on them. Your physician or healthcare practitioner should address any and all medical questions, concerns, and decisions regarding the possible treatment of any medical condition. Home Solutionz does not give or intend to give any answers to medical-related questions and this Site does not replace any medical professional or medical resource. Home Solutionz does not represent itself as a physician nor is this implied. No prescription medications or medical treatments are intentionally provided on the Sites. **IF YOU ARE IN NEED OF MEDICAL ATTENTION, CALL 911 OR YOUR PHYSICIAN IMMEDIATELY.**

**We Have No Responsibility for Links to Other Sites or Services:** We are not responsible for the availability or content of other services that may be linked to our Site. Because we have no control over such services, you acknowledge and agree that we are not

responsible for the availability of such external services and that we do not endorse and are not responsible or liable for any content, accuracy, quality, advertising, products or other materials on or available from such services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through such services. Any such links do not imply our endorsement of or association with the linked sites. We reserve the exclusive right, at our sole discretion, to add, change, decline or remove, without notice, linked sites. Any access to Links to Other Sites or Services generated by Google will be governed by Google's terms of use <http://www.google.com/intl/en/policies/terms/>. Any access to Links to Other Sites or Services generated by Microsoft Bing will be governed by Microsoft's Service Agreement

<http://windows.microsoft.com/en-us/windows/microsoft-services-agreement>. Any access to Links to Other Sites or Services generated by Yahoo will be governed by Yahoo's Terms of Service <https://policies.yahoo.com/us/en/yahoo/terms/utos/index.htm>. Any access to Links to Other Sites or Services generated by Facebook will be governed by Facebook's Terms of Service <https://www.facebook.com/legal/terms>. Any access to Links to Other Sites or Services generated by websites, search engines or social media networks will be governed by the terms of that website, search engine or social media network.

Your correspondence and business dealings with others found through our site, including, without limitation, the payment and delivery of products and services, and any terms, conditions, warranties and representations associated with any such dealings, are solely between you and the third party.

Special notice: linked sites may contain content and graphics that contain sexually explicit material unsuitable for minors, or that may otherwise be offensive. If you enter these linked sites, you assert that you are of legal adult age in your jurisdiction to view such materials and that the viewing, reading, and/or downloading of content from these linked sites does not violate the community standards of your locality, city, town, county, state, province, country or other community to which you belong, and/or from which you access these linked sites.

Our Site May Offer Features and Services That Are Available to You Via Your Mobile Device. These features and services may include, without limitation, the ability to upload content to our Site, receive messages from our Site, download applications to your mobile phone, or access features of our Site (collectively, the “Mobile Features”). We may charge for Mobile Features and these charges will be disclosed prior to the completion of registration for the Mobile Feature. Also, standard messaging, data and other fees may be charged by your carrier. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. As applicable, instructions regarding how to opt out of Mobile Features will be disclosed in connection with Mobile Features. Typically, you will text a keyword (e.g., “STOP”) to the applicable shortcode for the Mobile Feature.

You agree that the Mobile Features for which you are registered may send communications to your mobile device regarding us. Further, we may collect information related to your use of the Mobile Features. If you have registered for Mobile Features, you agree to notify us of any changes to your mobile number and update your account(s) on our Site to reflect this change.

**Our Liability to You is Limited:** Home Solutionz and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, agents and licensors are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including, without limitation, lost revenues or profits, loss of business or loss of data, in any way related to our Site or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in our Site. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, Home Solutionz’s liability shall be limited to the extent permitted by law. Any claim against us shall be limited to the amount you paid, if any, for use of our Site. We have no special relationship with or fiduciary duty to you.

You agree that in the event you incur any damages, losses or injuries that arise out of our acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of our Site, and you

will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of our Site or other materials owned or controlled by us.

By accessing our 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

**You Agree to Indemnify Us Based on Your Use of the Site:** You agree to indemnify and hold harmless Home Solutionz and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from or relating to any use or misuse by you of our Site, including without limitation our email publications and/or website, or any violation by you of this User Agreement or any breach by you of your representations and warranties hereunder. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

**The Provisions of this User Agreement are Severable; This User Agreement Constitutes Our Entire Agreement:** If any part of this User Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. This User Agreement, together with our terms Policy, constitute the entire agreement between you and us with respect to our Site, including use of our email publications and/or website, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to our Site. Any failure by us to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**You May Not Assign This User Agreement:** You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under this User Agreement. Home Solutionz may transfer, assign, sublicense or pledge in any manner whatsoever, any of its rights and obligations under this User Agreement to a subsidiary, affiliate, or successor thereof or to any third party whatsoever, without notifying you or receiving your consent.

**Certain Territorial Restrictions May Apply to Your Use of Our Site:** Our Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. We control our Site from offices located in the United States and makes no representations or warranties that the information, products or services contained in our Site are appropriate for use or access in other locations. Anyone using or accessing our Site from other locations does so on their own initiative and are responsible for compliance with United States' and local laws regarding online conduct and acceptable content, if and to the extent such local laws are applicable. We reserve the right to limit the availability of our Site to any person, geographic area, or jurisdiction, at any time and in our sole discretion.

**Any Dispute Between Us Will Be Governed by Arizona Law:** This User Agreement shall be governed by the laws of the United States and the State of Arizona applicable to agreements made and to be performed therein without regard to conflict of laws principles. You expressly agree that exclusive jurisdiction for any claim or dispute with Home Solutionz or relating in any way to your use of our Site resides in the courts of the United States located in the District of Arizona or any state court located in Maricopa County, Arizona AND WAIVE ANY RIGHT TO RESORT TO ANY FORM OF CLASS ACTION. Any cause of action or claim you may have with respect to our Site must be commenced within one (1) year after such claim or cause of action arises.

The caption to each paragraph of this User Agreement is for convenience of reference only and shall be ignored in the construction or interpretation hereof.

