

Aware House LLC
Terms of Service
2023

1. Introduction

- a. Throughout our Terms and Policies Aware house LLC may be referred to as “Aware House”; “We”; “Our website; “www.awarehouseshop.com”. These terms refer to our company, website, and services including but not limited to our products and blog content.
 - b. By visiting www.awarehouseshop.com and/or purchasing goods/services from Aware House, you hereby agree to all Aware House Policies and Terms of Service included in this document and on the Aware House [Policy](#) page. You acknowledge that you have read, understood, and agree to be bound by this Agreement and all applicable laws and regulations. If you do not agree with our Policies and Terms of Service, please do not navigate the website. Our policies and terms apply to all users of this website, including but not limited to browsers, vendors, customers, merchants, and/or contributors of content.
 - c. We reserve the right to update, add, remove, and/or change any Aware House tools, features, and/or services provided and update any terms and policies at our own discretion. It is the consumer/website navigator’s responsibility to check periodically for updates to our Policies and Terms of Service.
 - d. A breach in our Terms of Service gives us the right to terminate any business or provision of service(s) to you. We reserve the right to refuse service to anyone at any time and are not required to disclose the reason(s) as to why service is refused.
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2. Use of Services

- a. By navigating on the Aware House website you affirm that you are at least the age of majority in your state or area of residence. Aware House is not responsible for any activity and/or purchase conducted by an underage or unauthorized party or in any illegal or fraudulent manner.
 - b. We do not authorize the use of any of our products or website services for any illegal, unauthorized, or fraudulent purposes, including but not limited to copyright laws. You may not attempt to use computer hacking, worms, and/or viruses on our website.
 - c. Aware House is not responsible for any damages, injuries, and/or any other liabilities related to an order, shipment or purchase of a product.
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3. Aware House Brand Disclosure

- a. Please note that we used subjective judgment to determine products we carry on the Aware House storefront. Our intention at Aware House is to provide your home with goods that may be categorized under terms such as but not limited to: Supply Chain Transparent; High quality; Eco-Friendly; Carefully Sourced/Manufactured; Sustainable; etc.
 - b. Under no circumstance are we stating that the products we carry or their associated brands are claiming to associate themselves with the adjectives used to describe the Aware House brand, including but not limited to: Supply Chain Transparent; High quality; Eco-Friendly; Carefully Sourced/Manufactured; Sustainable; etc.
 - c. We recommend individuals conduct their own research to ensure each product meets their subjective standard(s) of quality prior to purchase on Aware House.
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4. Product & Supplier Information

- a. We look to work with brands and businesses that disclose the majority of their sourcing and manufacturing policies in the production of their product(s). For example: disclosure of where a product is manufactured; materials used; if it is handmade, made in a factory, or a combination of methods; business owner; etc.
- b. We do not individually inspect or conduct an in-depth background or in-person review of the operating, production, and manufacturing facilities of the Suppliers we work with. Information related to the products and Suppliers on Aware House is taken in from our Supplier’s website(s) and product

description(s), as well as the Supplier's social media profile(s), and any other information provided from the Supplier directly to us.

- c. We look to work with a variety of suppliers, including but not limited to: small-medium scale businesses; independent creators; producers in the USA; and businesses that disclose how/where their product(s) was manufactured. We look to avoid brands and businesses that operate in mass production facilities and/or sweatshops; and/or do not disclose manufacturing or sourcing practices.
- d. Aware House is not responsible for any false information/disclosures provided by the Supplier related to their business/products and/or their production/operating/manufacturing/sourcing practices. We recommend individuals conduct their own research to ensure each product meets their subjective standard(s) of quality prior to purchase on Aware House. We are not responsible for any incomplete or inaccurate information related to a product or Supplier provided this information was taken directly from the Supplier's online resources outlined in *Section 4.b.* and was considered as accurate and truthful information related to the product/Supplier.
- e. All product images used are directly provided by the supplier and/or taken by us in a clear and well-lit setting using a high resolution camera. We only use images that we believe fairly and truthfully represent a product. Aware House is not liable if your computer/electronic device imaging, resolution, monitor, etc. affects the image quality and the representation of the product. Aware House is not responsible if, according to your opinion, the image is not representative of the product received.

5. Payment, Billing, & Contact Information

- a. We reserve the right to refuse service to any person and/or reject, limit, or cancel any order placed with Aware House at our sole discretion. In the event we need to change, cancel, or reject an order, we may attempt to contact you directly via the contact information provided at checkout when the order was placed. It is not our responsibility if the contact information provided by you at checkout is inaccurate or if you do not receive our message.
- b. We reserve the right to refuse orders that appear to be made by sellers, dealers, and/or distributors.
- c. You agree that your payment, billing, and contact information is accurate, and complete. We are not responsible for any illegal or fraudulent activity conducted by the buyer when an order is placed.

6. Third Party Links

- a. We may provide links to external third parties at our sole discretion. Aware House is not responsible for the contents of these links or the terms or policies of the links or website providers. We are not responsible for the content or information provided on these external third party websites.
- b. We are not liable for any damages or consequences related to the external use or purchase of a good or service on a third party website.

7. Feedback

- a. We appreciate your feedback and consumer insights. If you write to us with any business and/or brand/product related ideas, you acknowledge that you are free willingly sharing said information. Aware House has the right to use any consumer feedback, comments, ideas, or information shared at their own discretion. We are not required to provide any payment or acknowledgement credit to you for any information shared by you to Aware House.
- b. You agree that any comments or emails sent to us will not contain unlawful, violent or obscene content and will not contain any spam, malware, or viruses of any nature. We reserve the right to limit and remove any comments left on the Aware House site at our own discretion. We take no responsibility for any comments or emails left by you or any third party.

8. Prohibited Uses

- a. **Illegal Activity:** You may not use our website for any illegal purposes or engage in any activities that violate local, national, or international laws and regulations.
- b. **Unauthorized Access:** You may not attempt to gain unauthorized access to any part of our website, including but not limited to user accounts, data, or systems.

- c. You may not upload, post, transmit, distribute, or share any content that is harmful, threatening, abusive, harassing, defamatory, obscene, vulgar, or otherwise objectionable on the Aware House website or to any of our e-mail addresses.
- d. Intellectual Property Infringement: You may not use our website to infringe upon or violate any intellectual property rights, including copyrights, trademarks, or patents. This includes the unauthorized reproduction, distribution, or display of copyrighted material.
- e. Spamming and Phishing: You may not use our website to engage in spamming, phishing, or any other unsolicited or deceptive practices aimed at obtaining personal information from others.
- f. Malicious Software: You may not upload or distribute any viruses, malware, spyware, or other malicious software that may damage or disrupt the operation of our website or the devices of other users.
- g. Impersonation: You may not impersonate any individual or entity, including but not limited to our staff members, in order to deceive or mislead others.
- h. Privacy Violation: You may not collect, store, or use personal information of other users without their consent. This includes the unauthorized harvesting of email addresses, usernames, or any other personal data.
- i. Disruptive Activities: You may not engage in any activities that interfere with or disrupt the proper functioning of our website, such as hacking, introducing viruses, or overwhelming the website with excessive traffic.
- j. Violation of Terms: You may not violate any other terms and conditions or policies specified by our website, including but not limited to our Privacy Policy and Shipping Policy.
- k. Minors: If you are under the age of 18, you must obtain consent from a parent or legal guardian before accessing or using our website.
- l. Legal Consequences: Engaging in any prohibited activities may result in legal action, including civil and criminal penalties, as well as termination of your access to our website.
- m. Please note that these prohibited uses terms are not exhaustive, and we reserve the right to take appropriate action against any activity or behavior that we deem harmful or inappropriate, even if not explicitly mentioned in this list. If you come across any violations or have any concerns regarding the use of our website, please report them to our designated contact information on the [Contact Us](#) page.

9. Limitation of Liability

- a. The information and content on Aware House are provided for general informational purposes only. While we strive to provide accurate and up-to-date information, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability of our website or the information, products, services, or related graphics contained on our website for any purpose.
- b. You understand and agree that your use of Aware House is at your own risk. We shall not be held liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, or any other damages whatsoever, arising out of or in connection with your use of or inability to use our website.
- c. Aware House shall not be responsible for any errors or omissions on the Aware House website, including but not limited to technical inaccuracies or typographical errors. We reserve the right to make changes, corrections, or updates to our website at any time without prior notice.
- d. Aware House disclaims all liability for any loss or damage caused by viruses, malicious code, or other harmful components that may infect your computer equipment or other property due to your access to, use of, or browsing of Aware House or downloading any materials, data, text, images, video, or audio from our website.
- e. You acknowledge that any reliance you place on the information and content provided on Aware House is strictly at your own risk. You should independently verify the accuracy and suitability of any information or content before relying on it.

- f. In jurisdictions where limitations on liability are not permitted, our liability shall be limited to the maximum extent permitted by law.
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10. Indemnification

You agree to indemnify, defend, and hold harmless Aware House and its officers, directors, employees, agents, affiliates, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to your use or misuse of the Website, violation of this Agreement, or infringement of any intellectual property or other rights of any third party.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Texas. Any legal action or proceeding arising out of or relating to this Agreement or the use of the Website shall be exclusively subject to the jurisdiction of the courts located within Texas.

12. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect to the largest extent by applicable law and governance by these Terms of Service.

13. Entire Agreement

This Agreement constitutes the entire agreement between you and Aware House regarding the use of the Website, superseding any prior agreements or understandings, whether written or oral. By using the Website, you acknowledge that you have read, understood, and agreed to be bound by these terms and conditions. If you do not agree with any part of this Agreement, please refrain from using the Website.