

# *James Martin Furniture* Terms of Use (“Terms”)

*Last Updated: October 2, 2023*

These Terms are a contract between the You (“You” or “Your”) and **James Martin Signature Vanities, LLC** (“James Martin Vanities,” “Company,” “We,” “Us,” or “Our”) with regard to the access and use of Our website – [www.JamesMartinFurniture.com](http://www.JamesMartinFurniture.com) - and its component pages and any other website, application, product or service made available by James Martin Vanities (collectively, “Website”). The Website is made available to You pursuant to these Terms. Please read these Terms fully and carefully before accessing and using the Website.

If You do not agree with the Terms set forth below and Our [Privacy Policy](#) (including any modifications thereto), You should exit the Website. However, these Terms and Our Privacy Policy will apply to all of Your information and actions prior to exiting the Website.

## **1. General Terms of Use**

a) Acceptance. By accessing and using the Website, You accept and agree to be legally bound by these Terms and [Our Privacy Policy](#), and all prospective amendments to the Terms and Privacy Policy. This agreement is made by You just as if it had been made in writing. If You do not agree to these Terms, do not use the Website or any of the products and services enabled by the Website.

b) Amendment. We may amend these Terms from time to time in Our sole discretion. All amendments to these Terms will be effective immediately upon posting and will include the date the Terms were last updated. Your continued access to the Website constitutes an agreement to be bound to the Terms then effective and as amended. You also agree to accept notice of posting of any amendments or new terms through Us posting such amendments or new terms on the Website. Please review the Terms periodically so You are aware of any amendments.

c) Capacity. The Website is a general audience Website and is intended for use only by individuals residing in the United States who are over the age of 18 years old. By using the Website, You represent that You are 18 years or older and have legal capacity to enter into the agreement set out in these Terms, including but not limited to, that You are of sufficient mental capacity, and are otherwise permitted to be legally bound in contract.

## **2. General Use of the Website**

a) Website Features. We reserve the right, in Our sole discretion, to change, modify, remove, or add any features, products, services, or terms offered at any part on the Website. This includes without limitation any features regarding Our products and services and contacting Us. James Martin Vanities strives to ensure that all content on the Website, including product, availability, and price information, is accurate, complete, and current, but James Martin Vanities does not warrant the accuracy or completeness of the content made available on the Website, or the availability of all products and services offered on the Website. The colors You see on the Website may depend on the device You are using to view the Website. Information on the Website may contain typographical or other human errors and may not be complete or current despite Our

efforts. We will attempt to address any inaccurate or incomplete content after We are made aware of it. All weights and sizes may be approximate. If a product offered by the Website is not as described, Your sole remedy is to return it in unused condition. The Website is presented on an “AS IS” basis.

b) Eligibility. The Website is intended for use only by individuals age 18 or over located in the United States. If you are a person outside the United States, by accessing and using the Website, you agree and consent to be bound by these Terms. The Website is not available to any persons suspended or removed from the Website by the Company. In using the Website, You represent that You are a person who has not been suspended or removed from the Website. Persons choosing to access the Website do so at their own discretion and initiative, and are responsible for compliance with these Terms, and all local laws and rules, including without limitation, such laws and rules regarding the internet, email, electronic messages, privacy, and security.

c) Use. James Martin Vanities grants You a limited license to access and make use of the Website. This license does not include (i) any derivative use of the Website or the content made available through the Website; (ii) any downloading or copying of account information; or (iii) any use of data mining, scraping, spiders, robots or similar data gathering or extraction tools. You may not use any meta tags or any other “hidden text” utilizing James Martin Vanities’ name or trademarks without the express written consent of James Martin Vanities. Except as explicitly permitted by these Terms, no content made available through the Website may be used, reproduced, transmitted, distributed, downloaded, displayed, framed, modified, or otherwise exploited in any way. All users agree to refrain from copying, modifying, reverse engineering, decompiling or disassembling any software code included in the Website. You shall not use the Website in any manner that could damage, disable, overburden, or impair the Website.

d) Electronic Communications. When You contact Us through the Website or provide Your e-mail address to Us for any reason, You are consenting to receive communications from Us electronically. We will communicate and transact with You by e-mail or by posting notices on the Website. 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 wish, at any time, to opt out of receiving electronic communications from Us, You can do so by logging into Your account and changing Your profile settings and preferences or by clicking the “Unsubscribe” link included with such electronic communications.

e) Reviews, Comments, Communications, and Other Content. If You post content, including but not limited to photographs of James Martin Vanities products, or submit material (a “Submission”) within the Website or one of the James Martin Vanities social media sites (*e.g.*, *Instagram*), the Submission must not be false, inaccurate, misleading, illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable or consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of such content. You will not post content that victimizes, harasses, degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.

Unless We indicate otherwise, You grant James Martin Vanities a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, copy, reproduce, distribute, publish, modify, publicly perform, publicly display, adapt, translate, archive, store and create derivative works from such Submission, in any form, format, or medium of any kind now known or later developed. In addition, You authorize James Martin Vanities to share the Submission across all websites, advertisements, media and other medium, affiliated with James Martin Vanities, to include the Submission in a searchable format accessible by users of James Martin Vanities, to place advertisements in close proximity to such Submission, and to use Your name, likeness and any other information in connection with its use of the material You provide. You also grant James Martin Vanities the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication You provide or otherwise submit to us for any purpose whatsoever, including but not limited to, commercial purposes, and developing, manufacturing, and marketing commercial products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to You. You grant James Martin Vanities and sub-licensees the right to use throughout the world in any media the name that You submit in connection with such content.

You represent and warrant that: (i) You own or otherwise control all the rights in any Submission You submit, and (ii) the Submission is non-infringing and does not otherwise violate the rights of, or cause any injury to, any person or entity. You acknowledge and agree that You will indemnify James Martin Vanities for all claims resulting from the content You post or submit. James Martin Vanities has the right but not the obligation to monitor and edit or remove any activity or content. James Martin Vanities takes no responsibility and assumes no liability for any content posted by You or any third party.

Any Submission made on the Website is non-confidential and non-proprietary. Do not send Us any Submission that includes information You wish to remain confidential. Your Submission may be made publicly available and James Martin Vanities is not responsible for any use or misuse (including any distribution) by any third party. James Martin Vanities is not responsible for damage or harm resulting from Your choice to share personal information.

f) Unavailability. Your access to the Website may be unavailable or interrupted from time to time for a variety of reasons, many of which We cannot control. We are not responsible for any interruptions of Your access to the Website, or any of the consequences of such interruptions.

### **3. Termination; Modification**

Without any further notice and at any time, You understand and agree that James Martin Vanities may terminate, cancel, deactivate, and/or suspend Your access to the Website. By terminating Your access or use, James Martin Vanities does not waive or alter any other right or relief to which it may be entitled at law or in equity. If James Martin Vanities terminates or suspends Your access to the Website, Your right to use the Website will immediately cease and You must discontinue use of the Website by all means and methods. James Martin Vanities reserves the right to discontinue, modify, alter, or change any policy, feature, product, or service of the Website. You understand, acknowledge, and agree that Your sole and exclusive right and remedy regarding the termination or modification of Your access to and use of the Website, is to stop using the Website.

#### **4. Privacy**

a) Privacy Policy. Your privacy is important to Us. By using the Website, You agree to these Terms as well as to the collection transfer, processing, usage, sharing, and storage of Your personal and non-personal information consistent with the terms of Our [Privacy Policy](#). Please review Our Privacy Policy regularly for more information.

b) HIPAA. James Martin Vanities does not request, collect or use customers' protected health information. You must exercise caution when sharing information with James Martin Vanities to avoid inadvertently disclosing Your health information.

#### **5. Monitoring.**

James Martin Vanities may, but has no obligation to, monitor the use by You and other users of the Website. During monitoring, any information relating to any user or their respective activities on the Website may be examined, recorded, copied, and used in accordance with these Terms and Our Privacy Policy. Furthermore, James Martin Vanities reserves the right at all times (i) to disclose any information provided at any portion of the Website as set forth in Our Privacy Policy, including without limitation to satisfy any law, regulation, or governmental request, and (ii) to refuse to transmit, or to remove, any information or materials, in whole or in part, that James Martin Vanities in its sole discretion, finds objectionable or in violation of these Terms or Our Privacy Policy.

#### **6. Conduct and Acceptable Use**

a) You are responsible for the content of Your communications and representations through the Website, including those sent to Us through the Website from Our contact forms.

b) We may require, at any time, proof that You are following these Terms. We reserve the right to take, or refrain from taking, any and all steps available to Us, including suspending or terminating Your access to the Website or seeking other legal or equitable remedies, once We become aware of any violation of these Terms. As a condition of use of the Website, You represent the following:

- i. You will not interfere with any other person using or enjoying the Website;
- ii. You will not use the Website to threaten, abuse, harass, or invade the privacy of any person;
- iii. Any content or materials (including through Our contact forms) You submit to Us will be appropriate and lawful;
- iv. You will not damage Our Website or Our servers;
- v. You will not attempt to gain unauthorized access to computer systems or networks connected to the Website or use the Website in any way for an inappropriate or unlawful purpose;

- vi. You will not access data not intended for You or log onto a server or an account that You are not authorized to use;
- vii. You will not circumvent or modify, or attempt to or assist another in circumventing or modifying, any security technology or software that is part of the Website;
- viii. You will not transmit or disseminate any kind of material that contains malware, viruses, bots, worms or any other computer code, files or programs that interrupt, destroy or limit the functionality or operation of the Website;
- ix. You will not impersonate, falsely state, or otherwise misrepresent Your identity in any way while using the Website (including through Our contact forms); and
- x. You will not use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation any type of spider, web crawler or robot) to navigate, search, and/or extract information from the Website other than the search tools available on the Website and other generally available third-party web browsers (e.g., Netscape Navigator, Microsoft Explorer); and
- xi. You will not use the Website, its content, or its information for any criminal or unlawful purpose or encourage anyone else to do so.

Violations of the Terms, including without limitation provisions (i-xi) above, will be determined by the Company in its sole discretion and may result in, among other things, termination of Your access to the Website.

## **7. Ownership; Proprietary Rights**

All Website content and materials including without limitation text, photographs, illustrations, images, button icons, graphics, product names, designs, logos, video material, digital downloads, data compilations, software and audio clips (collectively, “the Intellectual Property”) are protected by copyright, trademark, and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by James Martin Vanities or the party credited as the provider or owner of the Intellectual Property. Any use of the Intellectual Property without the written permission of James Martin Vanities or the owner of the Intellectual Property is strictly prohibited.

The compilation (meaning the collection, arrangement, and assembly) of all content on the Website is the exclusive property of James Martin Vanities and protected by United States and international copyright laws. All software used to provide any service on the Website is the property of James Martin Vanities or its software suppliers and protected by United States and international copyright laws. In connection with Your use of the Website, James Martin Vanities grants You a limited, non-transferable, non-sub-licensable, non-exclusive, revocable license to access, view, use, print and download a single copy of the Website’s content for Your personal use. You agree not to modify or delete any copyright, trademark, or other proprietary notice. James Martin Vanities may revoke this license at any time for any or no reason. Except as expressly authorized by James

Martin Vanities, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of all Website content and materials.

James Martin Vanities' trademarks and trade dress may not be used in connection with any product or service that is not owned or distributed by James Martin Vanities in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits James Martin Vanities. All other trademarks not owned by James Martin Vanities that appear within the Website are the property of their respective owners, who may or may not be affiliated with James Martin Vanities.

## **8. Third-Party Sites, Products & Services; Links**

The Website may contain links to third party websites ("Third-Party Sites") that are not owned, controlled, or operated by James Martin Vanities.

THE COMPANY IS NOT RESPONSIBLE FOR THIRD-PARTY SITES OR THEIR CONTENT. THE THIRD-PARTY SITES ARE NOT CONTROLLED BY US AND NEITHER THESE TERMS OF USE NOR OUR PRIVACY POLICY APPLY TO SUCH THIRD-PARTY SITES. ACCORDINGLY, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING SUCH THIRD-PARTY SITES, HAS NO RESPONSIBILITY FOR THE OPERATION OR CONTENT OF SUCH THIRD-PARTY SITES, AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY SITES. YOUR USE OF THIRD-PARTY SITES IS AT YOUR OWN RISK. THE INCLUSION ON THE WEBSITE OF A LINK TO A THIRD-PARTY WEBSITE DOES NOT IMPLY AN ENDORSEMENT BY JAMES MARTIN VANITIES. WHEN YOU ACCESS ANY OF THESE THIRD-PARTY SITES, PLEASE UNDERSTAND THAT YOUR RIGHTS AND OBLIGATIONS WHILE ACCESSING AND USING THOSE SITES WILL BE GOVERNED BY THE AGREEMENTS AND POLICIES RELATING TO THE USE OF THOSE THIRD PARTY SITES. YOU ARE ENCOURAGED TO REVIEW THE AGREEMENTS AND POLICIES FOR ANY WEBSITE YOU CHOOSE TO ACCESS AND CONFIRM THAT THE TERMS ARE ACCEPTABLE TO YOU PRIOR TO YOUR USE.

## **9. Disclaimer; No Warranties; Limitation on Liability and Damages**

a) ALL CONTENT, PRODUCTS, AND SERVICES MADE AVAILABLE THROUGH THE WEBSITE ARE FOR GENERAL REFERENCE PURPOSES ONLY. ACTUAL PRODUCT PACKAGING AND MATERIALS MAY CONTAIN ADDITIONAL AND/OR DIFFERENT INFORMATION THAN THE INFORMATION DISPLAYED WITHIN THE WEBSITE OR REFERENCED IN CONNECTION WITH A SERVICE OFFERED ON THE WEBSITE. YOU SHOULD NOT RELY SOLELY ON THE INFORMATION DISPLAYED WITHIN THE WEBSITE AND YOU SHOULD ALWAYS READ LABELS, WARNINGS AND DIRECTIONS PRIOR TO USING A PRODUCT OR USING A SERVICE OFFERED ON THE WEBSITE. JAMES MARTIN VANITIES ASSUMES NO LIABILITY FOR INACCURACIES OR MISSTATEMENTS REGARDING ANY PRODUCT OR SERVICE OFFERED ON THE WEBSITE.

IF YOU HAVE QUESTIONS OR REQUIRE MORE INFORMATION ABOUT A SPECIFIC PRODUCT DISPLAYED ON THE WEBSITE OR REFERENCED IN CONNECTION WITH A SERVICE OFFERED ON THE WEBSITE, YOU SHOULD CONTACT US DIRECTLY USING THE INFORMATION AT "CONTACT US" BELOW.

IF YOU HAVE QUESTIONS OR REQUIRE MORE INFORMATION ABOUT A COUNTERTOP DISPLAYED ON THE WEBSITE OR REFERENCED IN CONNECTION WITH A SERVICE OFFERED ON THE WEBSITE, YOU SHOULD CONTACT THE PRODUCT MANUFACTURER DIRECTLY.

b) TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND SUBJECT TO PARAGRAPH e) OF THIS SECTION, THE COMPANY AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES, AND SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES, OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED WITHIN THE CONTENT OF THE WEBSITE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE EXTENT ALLOWABLE BY LAW, THE COMPANY AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES, AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, AND NON-INFRINGEMENT.

c) YOU ALSO SPECIFICALLY AGREE THAT JAMES MARTIN VANITIES IS NOT RESPONSIBLE FOR ANY CONTENT SENT AND/OR INCLUDED ON THE WEBSITE BY ANY THIRD PARTY. YOU FURTHER AGREE THAT JAMES MARTIN VANITIES AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES, AND SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE AND/OR MAY DISCONTINUE ANY PART OF THE WEBSITE AT ANY TIME.

d) ALSO SUBJECT TO PARAGRAPH e) OF THIS SECTION AND TO THE EXTENT ALLOWABLE BY LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES, AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER. IF THIS LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTY SET FORTH ABOVE IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE COMPANY'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE LESSER OF \$100 OR THE PURCHASE PRICE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

e) IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES. SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF APPLICABLE LAW PROHIBITS THE LIMITATION OR EXCLUSION OF A PARTY'S LIABILITY WITH RESPECT TO DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE, FRAUD OR ANY OTHER MATTER, THEN SUCH PARTY'S LIABILITY WILL NOT BE LIMITED OR EXCLUDED TO THE EXTENT OF SUCH PROHIBITION UNDER SUCH APPLICABLE LAW.

## **10. Placing Orders Through James Martin Vanities**

a) Product and Sample Descriptions. James Martin Vanities attempts to provide product and sample descriptions that are as accurate as possible. However, James Martin Vanities does not warrant that product or sample descriptions or other content of this Website is accurate, complete, reliable, current, or error-free. If a product or sample You purchase from us or one of our authorized dealers is not as described, Your sole remedy is to return it in unused condition.

We have also made every effort to display as accurately as possible the colors and finishes of our products that appear on the Website. However, as the actual colors You see will depend on Your monitor, We cannot guarantee that Your monitor's display of any color or finish will be accurate.

b) Availability. The availability, product packaging, quality, quantity, price, discounts, charges, and fees for any product or sample found on the Website are subject to change at any time without notice. James Martin Vanities may take any or all of the following actions at any time, with or without notice: (1) limiting the availability of any product or sample; (2) discontinuing any product or sample; (3) restricting any purchase; (4) cancelling any purchase; or (5) refusing any order. Samples may not be available on James Martin Vanities at all times. Some products may be subject to additional terms, conditions, policies and disclosures. If You order a product that is out of stock, We will process a back order for You and advise you of the estimated delivery date for the item.

c) Pricing. While James Martin Vanities strives to provide accurate product and pricing information, pricing or typographical errors may occur. In the event that an item is listed at an incorrect price or with incorrect information, James Martin Vanities shall have the right, at Our sole discretion, to either contact You for instructions or cancel Your order and notify You of such cancellation. The correct price of the items You order will be those in effect on the date You place Your order. Prices are in U.S. dollars and do not include applicable taxes, if any. Promotional prices and discount offers are valid only during the applicable period indicated in the promotion. Prices and availability are subject to change without notice. James Martin Vanities has the right to cancel any order at an incorrect price due to any error, whether or not the order has been confirmed.

d) Updating or Cancelling an Order. You will be charged in full for Your order, including items that may be subject to back-order, at the time Your order is submitted. We will use Our best efforts



to ship Your order within the time stated as the estimated delivery date provided with confirmation of Your order. At times, the estimated delivery date may be extended after Your Order has been placed, and if so, We will contact You and provide You updated estimated delivery date (which will also be available in Your order status). Once Your order has been shipped, it cannot be cancelled. Orders for special non-stock items cannot be cancelled or returned.

If You are an authorized dealer, the terms of updating or cancelling Your order are subject to Your terms of agreement with James Martin Vanities.

Please note that there may be certain orders that We are unable to accept and must cancel. We reserve the right, at Our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in Your order being modified or canceled by James Martin Vanities include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact You if all or any portion of Your order is canceled or if additional information is required to accept Your order. If Your order is canceled after payment received, We will issue a credit by the charged payment method for the amount of the charge, or in Our sole discretion, an alternate method of payment.

e) Credit and Debit Cards; Billing and Payments. You must provide a valid credit or debit card or another valid method of payment in full to order samples through the Website. You authorize James Martin Vanities to charge Your credit or debit card or alternate method of payment for all purchases made through the Website, plus applicable taxes, fees and other charges (including sales tax, service fee, and delivery charge). You represent that You have the legal right to use any credit or debit card or alternate method of payment You provide, and You agree to pay for any order through the Website placed by You or anyone using Your account regardless of whether You authorized that person's activities or actions.

If You are an authorized dealer, the terms of billing and payment for Your order is subject to Your terms of agreement with James Martin Vanities.

f) Reservation of Rights. When You place an order through the Website, it will be subject to James Martin Vanities' acceptance. James Martin Vanities may require verification of information before accepting or fulfilling any order. At any time after receiving Your order, James Martin Vanities may accept or decline it for any or no reason and without liability to You or anyone else. If James Martin Vanities cancels an order for which Your method of payment has already been charged, James Martin Vanities will issue a refund to You. All returns and refunds for orders placed on the Website are subject to James Martin Vanities' [Returns Process](#).

g) Delivery Terms. James Martin Vanities will deliver Your order to the delivery address You provide at the time of purchase. All deliveries are expected to be received by You or on Your behalf at the delivery address. We will conclusively presume that anyone at the delivery address who receives and accepts the delivery is authorized to do so, regardless of whether You authorized that person's actions or activities.

You, or individuals acting on Your behalf at the time of delivery, are responsible for inspecting Your order before signing receipt of shipment. If one or more items are missing, You must make a note on the bill of lading/delivery receipt indicating the number of missing boxes. Failure to do so will indicate receipt of the full shipment and James Martin Vanities is unable to replace any missing items because a claim cannot be processed with the carrier. In the event there are items missing, contact [customercare@jamesmartinvanities.com](mailto:customercare@jamesmartinvanities.com). The carrier will be instructed to perform a dock search for the missing items, and if the items are not located within 72 hours, We will, in Our sole discretion, provide a replacement item or credit to Your account.

If Your order is damaged, the bill of lading/delivery receipt must be signed as damaged, pictures must be taken, and both must be sent in an email to the RMA department at [customercare@jamesmartinvanities.com](mailto:customercare@jamesmartinvanities.com). Shipment should be refused at time of delivery for obvious damage to packaging. If shipment is refused, a Customer Service Representative will confirm with the carrier that the shipment or item has been refused. Once refusal has been confirmed, James Martin Vanities will, in its sole discretion, either place an order for replacement or provide a credit to Your account.

If shipment is not refused at time of delivery, You must report damage within 72 business hours. In cases of damages to product upon opening of package, You must report damage within thirty (30) days after receipt of Your order. You must contact Us at [customercare@jamesmartinvanities.com](mailto:customercare@jamesmartinvanities.com) and must provide the following: (i) PO number of the Order; (ii) Tracking number and Carrier Information; (iii) Signed POD, notated of the damaged shipment; (iv) Model numbers and detailed description of the issues; (v) Photos of all damages and include photos of the packaging of the damaged item. In cases of concealed damage, You must provide photographs of packaging. Please note if there is outer packaging damage, James Martin Vanities will deny Your claim.

You are responsible for properly storing Your items promptly after delivery. James Martin Vanities cannot guarantee the quality of items that are not properly stored promptly after delivery.

If you are an authorized dealer, the delivery terms for Your order are subject to James Martin Vanities' [Delivery Policy](#).

## **11. Indemnification; Hold Harmless**

You agree to indemnify and hold James Martin Vanities, its employees, officers, directors, investors, agents, assignees, affiliates, partners, subsidiaries, contractors, attorneys, accountants, advertisers, and any and all other individuals and organizations providing services on behalf of James Martin Vanities harmless from all claims, liabilities, losses, damages, costs and expenses (including without limitation, attorneys' fees and expenses, and direct, incidental, consequential, exemplary and indirect damages) arising out of, resulting from or relating to Your use of the Website, Your breach or alleged breach of these Terms, or Your violation of any rights of another user. James Martin Vanities reserves the right to assume or participate, at Your expense, in the investigation, settlement and defense of any such action or claim.

## **12. Dispute Resolution**

**PLEASE READ THIS SECTION CAREFULLY. AS SET FORTH BELOW, YOU AGREE TO WAIVE YOUR RIGHTS TO TRY ANY CLAIM YOU MAY ASSERT BEFORE A JUDGE OR JURY AND TO PARTICIPATE IN ANY CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION.**

These Terms are governed by the laws of the State of Indiana, without regard to its conflict of laws principles. You acknowledge and agree that any claims, lawsuits, or other actions (collectively, "Claims") arising under or relating in any way to (i) these Terms (including without limitation interpretation, breach, termination or validity of the Terms), (ii) use of the Website, or (iii) any products or services provided or sold by James Martin Vanities, shall be subject to and resolved solely through binding arbitration following rules established by the American Arbitration Association. Any such arbitration proceeding shall be brought on an individual basis and shall not be consolidated or aggregated with any similar dispute of any other party, either directly or indirectly, as a mass arbitration, class arbitration or other proceeding. In addition, You agree that neither You, nor Your representatives, shall have the right or authority to bring any Claims on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other users, or other persons similarly situated.

To the fullest extent permitted by law, You acknowledge and agree that You are waiving the right to a trial by jury and to the litigation of disputes in state or federal courts of general jurisdiction. You further acknowledge and agree that any arbitration shall proceed on an individual basis only and not as a class action, representative action, or part of a mass arbitration, and You expressly waive the right to file a class action or seek relief on a class basis.

## **13. Assignment**

You may not assign these Terms, or any of Your rights or obligations hereunder, without the prior written consent of James Martin Vanities. James Martin Vanities may assign all or any part of its rights and obligations under these Terms, and any assignment will inure to the benefit of Our successors, assigns, and licensees.

## **14. Severability**

If any provision of these Terms, including Our Privacy Policy, is found invalid, illegal, or unenforceable by any court of competent jurisdiction, the invalidity of such provision(s) shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect, as shall this agreement, as if such invalid, illegal, or unenforceable provision(s) had never been a part of these Terms. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

## **15. Survivability**

Sections 4 (Privacy), 7 (Ownership; Proprietary Rights), 11 (Indemnification; Hold Harmless), 12 (Dispute Resolution), 13 (Assignment), 14 (Severability), 16 (Headings), 18 (No Waiver), 19

(Children’s Online Privacy Protection Act (“COPPA”) Notification), and 20 (Digital Millennium Copyright Act) shall survive any termination of these Terms.

## **16. Headings**

All headings used in these Terms are for reference purposes only and shall not be used to interpret, analyze, or construe these Terms or the provisions set forth herein.

## **17. Entire Agreement**

These Terms, including Our [Privacy Policy](#) represent the entire agreement between the Company and You regarding the use of the Website. These Terms cancel and supersede all prior understandings between the Company and You regarding the rights and obligations set forth herein. No provision of these Terms shall be modified or amended except as expressly stated within the Terms.

## **18. No Waiver**

NO WAIVER OF ANY OF THESE TERMS BY JAMES MARTIN VANITIES IS BINDING UNLESS AUTHORIZED IN WRITING BY AN OFFICER OF JAMES MARTIN VANITIES AUTHORIZED TO AGREE TO SUCH WAIVER. IF THE COMPANY WAIVES A BREACH OF ANY PROVISION OF THE TERMS, ANY SUCH WAIVER WILL NOT BE CONSTRUED AS A CONTINUING WAIVER OF OTHER BREACHES OF THE SAME NATURE OR OF OTHER PROVISIONS OF THE TERMS AND WILL IN NO MANNER AFFECT THE RIGHT OF THE COMPANY TO ENFORCE ALL TERMS AT A LATER TIME.

## **19. Children’s Online Privacy Protection Act (“COPPA”) Notification**

Our Website is not designed or intended for use by persons under the age of 18. Pursuant to 47 U.S.C. Section 230(d) as amended, We hereby notify You that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist You in limiting access to material that may be harmful to minors. Information identifying current providers of such protections is available at the Electronic Frontier Foundation website, <http://eff.org>.

## **20. Digital Millennium Copyright Act**

Pursuant to Title II of the Digital Millennium Copyright Act, all claims of copyright infringement for material that is believed to be residing on the Website should be promptly sent in the form of written communication to James Martin Vanities to the email address provided below. All claims must include the following information:

- a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- b) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Website are covered by a single notification, a representative list of such works at the Website;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or to have access disabled, and information reasonably sufficient to permit the material to be located on the Website;
- d) Contact information for the complaining party, including full name, postal address, telephone number, and if available, an email address at which the complaining party may be contacted;
- e) A statement that the complaining party has 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; and
- f) A statement under penalty of perjury that the information in the notification is accurate, and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **21. Contact Us**

If You have any questions about these Terms, please contact Us at:

Toll free number: (512) 795 - 4171  
Email: [customercare@jamesmartinvanities.com](mailto:customercare@jamesmartinvanities.com)  
Address: 3575 Moreau Court  
Suite 220  
South Bend, Indiana 46628