

Furniture Mart USA Terms of Use

Welcome to unclaimedfreightfurniture.com and thefurnituremart.com. As used in these Terms of Use, "we" or "us" refers to "Furniture Mart USA" or any of the divisions of Furniture Mart USA, Inc. (formerly known as Furniture Outlets USA, Inc.) and includes "Furniture Mart," "Design, Inc.," "Factory Outlet Clearance Center", "Unclaimed Freight Furniture" our affiliates and subsidiaries, and any other assumed, fictitious or trade name we may use. These Terms of Use apply to this website, related sites, websites operated by Furniture Mart USA, products, services, and tools (collectively, the "Site") that we make available to you. You agree to comply with the terms of this Agreement by using the Site (i.e. unclaimedfreightfurniture.com or thefurnituremart.com) or accessing any audio, text, videos, logos, photos, pictures, graphics, comments, and other content, data or information (collectively, "Content") that we make available to you on the Site.

We make the Site and the products and services we offer on it available to you subject to these Terms of Use. By using the Site, you are accepting these Terms of Use and any modifications we make to them from time to time. You can review the most current version of these Terms of Use at any time by clicking on the Terms of Use link from the footer of any page of the Site.

Please read these Terms of Use carefully and completely. They describe our rights with respect to the Site and your rights and obligations with respect to your use of the Site. Do not use the Site if you do not want to accept these Terms of Use.

Questions and Comments.

Furniture Mart USA welcomes your questions or comments about this Agreement or our products and services. Helpful Furniture Mart USA telephone numbers (toll free in the U.S.):

- DELIVERY SCHEDULING 1-877-395-8998
- CUSTOMER CARE 1-888-222-6429
- SALES ASSISTANCE 1-844-565-4360
- GUARDIAN PROTECTION, INC. CLAIMS 1-800-527-8485.

Furniture Mart USA's knowledgeable staff is available to answer your calls Monday through Friday from 10:00 a.m. to 8:00 p.m. and Saturday 10:00 a.m. to 6:00 p.m. Central Time. You may also contact Furniture Mart USA Customer Service by mail sent to 140 East Hinks Lane, Sioux Falls, SD 57104-0434.

We may make changes to the Site and the products and services we offer from time to time. We have the right, to take any of the following actions in our sole discretion without providing any prior notice to you:

- Change or terminate all or any part of the products and services we offer on the Site;
- Restrict or terminate your access to all or any part of the Site or the products and services we offer on it;
- Remove any Content from the Site and not publish or remove any material that you submit to the Site; or
- Change these Terms of Use.

We have the right to determine who can use the Site.

You must be 13 years of age or older to use the Site. If you are not at least 13 years old, do not use the Site. Additionally, we reserve the right to deny access or use of the Site and the products and services we offer on it to anyone at any time in our sole and absolute discretion.

You have a limited right to use the Site. On the condition that you comply with all your obligations under these Terms of Use, we grant you a limited, revocable, nonexclusive, license and right to access the Site through a generally available web browser or mobile device to view Content and information and otherwise use the Site consistent with its functionality and in accordance with these Terms of Use. Any other use of the Site is strictly prohibited and a violation of these Terms of Use. All Content included on the Site is either our owned or licensed property or property of a third party. We expressly reserve all intellectual property rights in all Content we own.

Whether on behalf of yourself or on behalf of any third party, YOU MAY NOT:

- Make any commercial use of the Site or its Content;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including browsers, spiders, robots, or intelligent agents) to navigate or search the Site other than the search engine and search agents made available on the Site or generally publicly available browsers;
- Frame, mirror, or use framing techniques on any part of the Site without our express prior written consent;
- Make any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Content from the Site, or otherwise scrape, collect, store, or use any Content, except pursuant to the limited license granted by these Terms of Use;
- Use any meta tags or any other hidden text utilizing any names or marks used or displayed on the Site;
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site, or express or imply that we endorse any statement you make;
- Misuse or conduct fraudulent activities on the Site;
- Violate or attempt to violate the security of the Site, including, without limitation: (i) accessing data or Content not intended for you or logging onto a server or an account that you are not authorized to access; (ii) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting malware to the Site, overloading, “mail bombing,” “flooding,” “spamming,” or “crashing”; (iii) forging any header or any part of the header information in any email or posting; or (iv) forging communications on behalf of the Site (impersonating the Site) or to the Site (impersonating another user);
- Use the Site to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others;
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site; or
- Remove any copyright, trademark, or other proprietary rights notice from the Site or materials originating from the Site.

We may enable you to create an account on the Site. If we do so, your account is your responsibility. If you register on the Site and set up an account and password, you are responsible for anything that

happens through your account. You agree to keep your password secure and confidential, not permit others to use your account, and you are not to use other's accounts. You should immediately notify us of any unauthorized use of your password or account or any breach of security. If you become aware that your account has been compromised, you should immediately change your password.

You permit us to provide you with notices through email or the Site. We may notify you of important information about the Site and the products and services we offer on it by placing notices on the Site, sending you an email to the email address associated with your account, or through other means. Please review your account information to control and limit what kind of messages you receive from us.

Please read our Privacy Policy carefully before using the Site as it is integrated into these Terms of Use by reference and governs our treatment of any information, including personally identifiable information that you submit to us. The terms of the Privacy Policy apply as if fully set forth herein.

Site Operation.

We disclaim any legal liability for the operation of the Site and the products and services offered on it.

The Site and all Content, services and products made available to you through the Site are provided by The Furniture Mart USA and therefore provided on an "AS-IS" and "AS AVAILABLE" basis. We do not guarantee full operation of the Site, Content, services or products made available to you through the Site. Furniture Mart USA shall have no liability or responsibility for any errors on the Site. This includes content, any damage to your computer or data in relation to the use of the Site. As a user of this Site, you agree that your use of the Site is at your own risk.

Products on the Site may have the benefit of a manufacturer's warranty which is provided by the manufacturer of the product. Please see your product box and or literature for details. We do not manufacture products.

We limit our liability to you.

Furniture Mart USA, our affiliates, our respective employees, directors, agents or officers, under no circumstances will be held liable for any damages of any kind in connection with your use, or inability to use the Site. This also includes any Content, products and/or services included in or made available on the Site. This limitation of liability is comprehensive that applies to all damages and losses of any kind. Whether in offense or contract, even if Furniture Mart USA has been advised or should have known of the possibility of such damages. Under this agreement, the limitation of liability and exclusion of damages is assigning the risks between you and Furniture Mart USA.

This allocation is a vital element of the basis of the agreement between you and Furniture Mart USA. The limitations in this section will apply even if any limitation fails of its necessary purpose(s). If you are not satisfied with the Site, or any Content, products and/or services included or made available to you through the Site, or these terms of use, it is your sole responsibility to discontinue use of the Site. The use of the Site is at your own risk. Pertinent laws may not allow the limitation of liability set forth above, therefore this limitation of liability may not apply to you. You may have additional rights to those included herein.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, FURNITURE MART USA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURNITURE MART USA

DOES NOT WARRANT THAT THE CONTENT, PRODUCTS AND SERVICES, INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURNITURE MART USA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, CONTENT OR PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

Some state laws do not allow limitations or the exclusion of limitation or damages. If these laws apply to you, some or all of the above exclusions, limitations of damages may not apply to you. You also may have additional rights.

We are not responsible for third party websites.

The Site may contain links and interactive functionality interacting with the websites of third parties, including social networking sites. We do not endorse, and we are not responsible for and have no liability for, the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Your use of third-party websites and resources is at your own risk.

Jurisdiction.

This Site is not intended to and does not create jurisdiction in any state or country other than South Dakota of the United States of America. You understand and agree not to use this Site if you deem electronic communication as consent to jurisdiction in any other state or country. You further understand and agree that the information on this website is not directed towards any specific jurisdiction other than South Dakota of the United States of America and that the information on this Site was published and maintained from South Dakota. You acknowledge and agree that all information contained on this website is deemed "published" when first posted to our web server.

Arbitration.

Any controversy or claim arising out of or relating to this Site, the Content on this Site, the Terms of Use, the Privacy Policy, or claims you make regarding our products or services, or any dispute under the Purchase Terms and Conditions, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one, who shall be a lawyer duly admitted to practice law in the State of South Dakota. The place of arbitration shall be in Sioux Falls, South Dakota, and South Dakota law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

General terms.

You are responsible for all charges and necessary permissions related to accessing the Site through your mobile access provider.

If any provision of these Terms of Use is found by an arbitrator or other competent authority to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render these Terms of Use enforceable and effective to the maximum extent possible in order to effect the intention of the provision; if the modified provision is invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms of Use will not be affected in any way.

You agree that these Terms of Use, together with the Privacy Policy and the Purchase Terms and Conditions, constitute the entire, complete and exclusive agreement between you and us regarding the Site and the services offered on it and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms of Use.

Our failure to act with respect to a breach of these Terms of Use by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

This agreement and the relationship between user and Furniture Mart USA shall be governed by the laws of the state of South Dakota, without regard to its conflict of law provisions.

If you have questions or comments about these Terms of Use, please contact Customer Service at 1-844-565-4360. Any notices that you provide without compliance with this paragraph shall have no legal effect.

Purchase Terms and Conditions.

When you place or attempt to place an order to purchase products or services through this Site, you agree to and are bound by the Purchase Terms and Conditions, which are incorporated as if fully set forth herein. You agree that we only consider orders, and only offer our products and services for sale, pursuant to the Purchase Terms and Conditions in effect at that time.

The following terms appear in our Purchase Terms and Conditions, and are reproduced below for your convenience.

Special Offer Limitations. Occasionally we will offer special promotions to our customers that we refer to as “exclusive offers” or “VIP offer” or “VIP exclusive offer.” This can include a gift with purchase, free shipping, manufacturer offers, or other promotional activity associated with a product purchase. These offers may be for a limited time only.

Promotions. Any sweepstakes, contests, raffles, or other giveaways (collectively, “Contests”) made available through the Site may be governed by additional rules. If you participate in any Contests, please review the applicable rules as well as our Privacy Policy. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products and/or services, or changes to this privacy policy. If the rules for a Contests conflict with these terms, the Contest rules will apply.

Advertised Offers and Discounts. Except as noted, advertised price is based on posted regular price and is calculated on original total purchase price. Some exclusions may apply, including but not limited to Smart Buys, room packages, mattress purchases, clearance items and previous purchases. Prices are valid for a limited time only and are subject to product availability and correction for mistakes. Promotional codes are not valid with online “Smart Buy” and Mattress purchases. For certain items that are offered as a set, discounts or savings displayed may represent the aggregate of our full retail price for each of the items included in the set.

Financing. Furniture Mart USA provides different financing and payment options for in-store and online purchases, currently financing is only available in-store, not online. Please visit your local Furniture Mart USA for financing information and options.

Select financing options are available with the Furniture Mart USA credit card. The Furniture Mart USA credit card is issued by Wells Fargo Financial National Bank. Special terms for financing apply to qualifying purchases charged with approved credit at participating merchants. The special

terms APR will continue to apply until all qualifying purchases are paid in full. The monthly payment for this purchase will be the amount that will pay for the purchase in full in equal payments during the promotional (special terms) period. The APR for Purchases will apply to certain fees such as a late payment fee or if you use the card for other transactions. For new accounts, the APR for Purchases is 28.99%. If you are charged interest in any billing cycle, the minimum interest charge will be \$1.00. This information is accurate as of 02/01/2016 and is subject to change. For current information, call us at 1-800-431-5921.

Colors, Style and Selection. Furniture Mart USA makes every effort to accurately display the colors of products on our Site, however, we cannot guarantee that your computer monitor's display of any color will be accurate.

Style and selection of our products may vary from the Site. The product attributes, description and pictures represent our best attempt to convey the nature of the product, but they may not always reflect the items exactly.

Effective Date August 22, 2016