

# Terms of Use

Terms Of Use

ELONS CUSTOM FURNITURE TERMS OF USE

Last updated September, 2023

## **IMPORTANT: ALL USERS MUST READ THESE TERMS**

**Acceptance of Terms and Conditions.** Please carefully read ELONS CUSTOM FURNITURE, LLC's ("ELONS CUSTOM FURNITURE") Terms of Use, and Privacy Policy (collectively, the "Terms of Use") before accessing, purchasing from, or using the Site. By accessing or using elonscustomfurniture.com (the "Site"), you acknowledge that you have read, understand, and agree to be bound by all the terms set forth in these Terms of Use. You can accept these Terms of Use in one of three ways: (1) by clicking to "accept" or "agree" to these Terms of Use, where this option is presented or made available to you on the Site; (2) by actually using the Site; and/or, (3) by making purchases from the Site.

BY USING THE WEBSITE, YOU AGREE TO THIS AGREEMENT IN FULL. IF YOU DO NOT AGREE TO THIS AGREEMENT IN FULL, DO NOT USE THE WEBSITE. EXCEPT AS OTHERWISE PROVIDED, THIS AGREEMENT IS SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE AND YOUR CONTINUED USE OF THE WEBSITE AND/OR PURCHASE OF ANY PRODUCTS FROM THE WEBSITE

AFTER ANY CHANGES HAVE BEEN IMPLEMENTED CONSTITUTES ACCEPTANCE BY YOU OF SUCH CHANGES. IF YOU DO NOT AGREE TO THE TERMS OF USE AS SET FORTH IN THIS AGREEMENT, YOU MUST EXIT THIS PAGE AND MAY NOT ACCESS OR OTHERWISE USE THIS WEBSITE OR ORDER ANY ITEMS THROUGH THIS WEBSITE.

## **GENERAL**

**The Site.** ELONS CUSTOM FURNITURE allows you to purchase items from the Site. These Terms of Use govern the use of this Site by you. By using this Site (other than to read these Terms of Use for the first time) or by creating an account, you agree to comply with these Terms of Use. The right to use this Site is personal to you and is not transferable to any other person or entity. You agree that you are responsible for protecting the confidentiality of your password if you create an account. You may use the Site only as permitted by these Terms of Use and only in a manner consistent with all applicable federal and state laws, rules and regulations, and generally accepted practices or guidelines in relevant jurisdictions, including any laws governing the export of data to or from the United States.

**Use and Restrictions.** The Site may be accessed and used only by individuals who can form legally binding contracts under applicable laws, who are 13 years of age or older, and who are not barred from using the Site under applicable laws. You acknowledge and agree that ELONS CUSTOM FURNITURE, in its sole discretion and without notice or any

further obligation to you, may temporarily suspend or permanently discontinue and refuse any and all current and future, access to or use of the Site.

**Your Account.** In order to purchase items through this Site, you may establish an account with ELONS CUSTOM FURNITURE. You are solely responsible for (i) maintaining the security and confidentiality of your account and your account password; (ii) restricting access to your computer and your account; and (iii) keeping your email address listed on your account current. You are solely responsible and liable for all activities, including, without limitation, all purchases of items through the use of the Site that occur under your account or your account password. You acknowledge and agree that ELONS CUSTOM FURNITURE may access, preserve, and disclose your account information, all User Communications (as defined below), all communications to and from you, all information relating to your use of the Site, and all information relating to the use of the Site under your account or account password if ELONS CUSTOM FURNITURE is required to do so by law or legal process or if ELONS CUSTOM FURNITURE determines, in its sole discretion, that such action is necessary to protect the rights of ELONS CUSTOM FURNITURE, third parties, and other users of the Site or for purposes of responding to your request for customer service. ELONS CUSTOM FURNITURE's right to disclose any such information shall govern over any terms of our Privacy Policy. If you choose not to establish an account, you agree and acknowledge that your rights to return items, look up previous orders, and other features of the Site may be limited.

**Changes to the Terms of Use.** ELONS CUSTOM

FURNITURE reserves the right to make any modification to these Terms of Use, as ELONS CUSTOM FURNITURE deems necessary or desirable without prior notification to you.

ELONS CUSTOM FURNITURE suggests, therefore, that you re-read this important notice containing our Terms of Use from time to time in order that you stay informed as to any such changes. If ELONS CUSTOM FURNITURE makes changes to our Terms of Use and you continue to use the Site, including, but not limited to, logging into your account or purchasing items from ELONS CUSTOM FURNITURE, you are agreeing to and accepting the Terms of Use and Privacy Policy expressed herein, including any modifications. Please note any deletions or modifications to these Terms of Use shall be effective immediately upon ELONS CUSTOM FURNITURE' posting thereof.

**Privacy Policy.** ELONS CUSTOM FURNITURE cares about your privacy. ELONS CUSTOM FURNITURE' Privacy Policy applies to the use of the Site, and its terms are made a part of these Terms of Use by this reference. To view our Privacy Policy, [click here](#). Additionally, by using the Site, you acknowledge that the Internet is not a secure environment and sometimes there are interruptions in service or events that are beyond the control of ELONS CUSTOM FURNITURE and that communications with ELONS CUSTOM FURNITURE can never be guaranteed to be secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted. Nonetheless, ELONS CUSTOM FURNITURE employs reasonable measures to protection your information from unauthorized use or

disclosure. While ELONS CUSTOM FURNITURE makes these reasonable precautions against loss or theft of data, neither ELONS CUSTOM FURNITURE nor its associates shall be responsible for any data lost or stolen while transmitting information on the Internet. While it is ELONS CUSTOM FURNITURE's objective to make the Site accessible 24 hours per day, 7 days per week, the Site may be unavailable at any time for any reason including, without limitation, routine maintenance.

## **PURCHASES**

**Products Descriptions.** In describing and portraying our products on the Site, ELONS CUSTOM FURNITURE attempts to be as accurate as possible. However, ELONS CUSTOM FURNITURE does not warrant that the product descriptions are accurate, complete, reliable, current, or error-free. ELONS CUSTOM FURNITURE reserves the right to correct any typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability from time to time without prior notice. In addition, you acknowledge that each product sold on the Site is handmade and unique, and that there may be variations in color and/or size, either now or over time, due to the difference in what you see on a computer screen versus in real life, the handmade nature of these products, and the materials used in the creation of these products. Also, you acknowledge that multiple orders of the same product may not be identical due to the handmade nature of these products.

**Delivery Conduct & Safety.** Delivery and installation of custom furniture may require clear safety instructions to prevent injury or damage. Such instructions do not constitute misconduct, harassment, or a failure of service. Claims based on tone, delivery experience, or interpersonal disagreement do not constitute product defects or grounds for refund.

**All Orders Are Final.** ELONS CUSTOM FURNITURE tries to process orders within 3 days given of receiving the information and will give you an estimated ship date. All orders are final. All orders are final even if they are delayed once production begins on the product you ordered. We do not issue refunds for delays caused with shipping. Once production has begun on a custom order, the order cannot be canceled, refunded, or reversed for any reason other than proven manufacturing defect as determined by Elon's. Once the item has been built we can no longer offer refunds unless the item is lost in shipping or totaled in shipping and you choose a refund over a new unit.

**Defective/Damaged Items.** If you believe you have received a defective/damaged item or incorrect order, you must contact ELONS CUSTOM FURNITURE within 24 hours of receipt along with a photo of the defect or damages. ELONS CUSTOM FURNITURE will contact you within three business days to discuss the defect or damages and the best course of action to correct it. If the item was damaged during shipping ELONS CUSTOM FURNITURE reserves the right to first replace or restore the piece of furniture before a refund or a new piece can be made.

**Shipping.** When you place an order on ELONS CUSTOM FURNITURE, your order will be shipped to the address designated by you as long as that shipping address can accept packages. ELONS CUSTOM FURNITURE may require verification of information prior to the acceptance and/or shipment of any order. ELONS CUSTOM FURNITURE reserves the right, without prior notice, to limit the order quantity on any product or service, and/or to refuse service to any customer. Shipping costs are calculated based on your address unless a flat fee is available. If additional shipping is required we will update the customer before the item ships. All kennels are fully insured by our shipping company. Customers are responsible for ensuring adequate assistance at delivery and must not attempt to move furniture independently during delivery or installation.

**Delivery Date.** You will be contacted approximately two days prior to delivery to confirm that date and time of your delivery. for the shipment.

**Non-Continental US/International Shipping.** At this time ELONS CUSTOM FURNITURE only ships to locations United States through our Site. If you are outside of this area, please contact ELONS CUSTOM FURNITURE for shipping availability.

**Taxes.** At this time, ELONS CUSTOM FURNITURE collects taxes from buyers.

**Heavy Articles.** Most of the items purchased through the Site are extremely heavy. Please have at least two individuals

available on the day of delivery to move your items as most freight companies will only delivery the items to your door. Most of our products are shipped fully assembled. Please do not drag your Kustom Kennel as this can cause damage to the legs of the Kustom Kennel.

**Use of Products.** All products are made with non-toxic materials. However, you should limit any chewing, licking, or other uses of our products by your animals. ELONS CUSTOM FURNITURE is not responsible for any injury to your animal due to the misuse of the Custom Kennel or other animal furniture product such as damage to the structure of the product, damage to the area where your animal furniture product is stored and/or injury to your animal such as splinters, scratches, and/or other injuries. Further, our products should be used with plastic trays so that should your animal have an accident, the furniture does not get soiled.

## **Intellectual Property**

**Change in the Site, its Contents, and its Features.** ELONS CUSTOM FURNITURE reserves the right, at any time in our sole discretion, to modify, suspend, or discontinue the Site or any service, content, feature, or items offered through the Site, with or without notice; change the equipment and/or programs necessary to access the Site, charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. ELONS CUSTOM FURNITURE may discontinue disseminating any



portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. You agree that ELONS CUSTOM FURNITURE shall not be liable to you or to any third party should any of the foregoing occur with respect to the Site. Further, ELONS CUSTOM FURNITURE may request additional information at any time by you to update or enhance benefits and/or use of the Site.

**Communications.** This Site and all content contained within are private property. All interactions on this Site must comply with these Terms of Use. By submitting material to the Site (“User Communications”), including, but not limited to, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication, whether such submission is by a public feature of the Site (i.e. posting area) or by private transmission (i.e. email and/or letter to ELONS CUSTOM FURNITURE), you warrant that such content is original to you, that you own all applicable legal rights in such content, and that the content does not and will not infringe upon the rights of any other person or entity. Further, by submitting any User Communication, you agree and acknowledge that you have expressly granted ELONS CUSTOM FURNITURE a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You agree that ELONS CUSTOM FURNITURE may use any User Communication for any purpose in ELONS CUSTOM

FURNITURE's sole discretion, including reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. You agree that ELONS CUSTOM FURNITURE shall be under no obligation to maintain any User Communication in confidence; to pay compensation for any User Communication; and/or to monitor, use, return, review or respond to any User Communication.

**Your Responsibility.** If you post information on the Site, you are solely responsible for each User Communication that you post on the Site and agree that you will not hold ELONS CUSTOM FURNITURE responsible or liable for any User Communication from another user that you access on the Site. Moreover, ELONS CUSTOM FURNITURE reserves the right to delete any User Communication from our Site, including, but not limited to, negative feedback if ELONS CUSTOM FURNITURE finds that such feedback is untrue or abusive. You understand that when using the Site, you will be exposed to User Communications from a variety of sources and that ELONS CUSTOM FURNITURE is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Communications.

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**Limitation on Damages.** If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if ELONS CUSTOM FURNITURE is otherwise found to be liable to you in any manner, then ELONS CUSTOM FURNITURE's aggregate liability for all claims under such circumstances for liabilities, shall not exceed ten United States dollars. You agree to defend, indemnify, and hold harmless ELONS CUSTOM FURNITURE, its officers, directors, employees, business partners and agents, from, and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and/or expenses (including but not limited to attorneys' fees) arising from: (1) any breach by you of any of these Terms of Use; (2) your User Communications; and/or (3) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

## **Termination**

Either you or ELONS CUSTOM FURNITURE may terminate these Terms of Use at any time. You may terminate these by ceasing all use of the Site. ELONS CUSTOM FURNITURE may terminate these by ceasing to offer the Site to you and/or the general public or by sending notification that you can't use the Site. If you have purchased any items from ELONS CUSTOM FURNITURE prior to termination and such items are either (a) in production or (b) have been shipped to you, you will still be required to remit payment for such items. If you have purchased any items from ELONS CUSTOM FURNITURE prior to termination and such items are not in production nor have the items been shipped to you, ELONS

CUSTOM FURNITURE will not be required to send such items to you nor shall you be required to pay for them.

## **Miscellaneous**

**Severability.** If a court of competent jurisdiction holds any provision of these Terms of Use invalid, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use and the remaining portions of these Terms of Use shall continue in full force and effect.

**Governing Law; Venue and Jurisdiction.** By using the Site and/or purchasing products from this Site, you agree that the laws of the State of Hawaii, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and ELONS CUSTOM FURNITURE. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Hawaii, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Hawaii.

**Indemnity.** You agree to indemnify and hold ELONS CUSTOM FURNITURE, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys fees, arising out of or in connection with any use of the Site, your conduct in connection with the Site,

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