

Thanks for purchasing Living with Lolo's Your Interior Design BFF! The Terms of Service ("General Terms") cover your use and access to the product being sold, more formally known as a customizable Airtable template. By using our Services, you agree to be bound by these General Terms as well as our Privacy Policy.

The terms and conditions are set forth below. We encourage you to read them carefully because they govern our relationship with each other and they are the conditions upon which you are allowed to purchase the forms.

## **AGREEMENT**

**1. You must be of the age necessary to contract for this product:** You must be the legal age of majority in your state of residence or otherwise able to form a binding contract with Living with Lolo in order to use the Services. In no event is use of the Services permitted by those under the age of 13. By using Living with Lolo, you agree to our Terms of Service. You also need to be an adult, as defined by the state where you live (usually that means 18).

**2. Pricing Policy:** The price for the service is stated on the website. If you wish to use additional Services beyond those included in the [\$4999 – Your Interior Design BFF], you must separately purchase those Services. Please visit our website for the available options. We reserve the right to change our pricing from time to time, but our price changes will be as stated on the website.

**3. Refund Policy:** We want you to be 100% satisfied with our Services. If you believe there has been an error in billing, please contact us. If there is an error, our policy is to provide a credit toward future services. When contacting us, please include any details relating to the Services you have purchased so that we can ensure you are completely satisfied with your Living with Lolo experience. All refund requests must be made within 30 days of purchase and are waived thereafter. In order to apply for a refund email us at [orders@livingwithlolo.com](mailto:orders@livingwithlolo.com).

#### **4. Design Template is Not a Substitute for Legal, Contracting, Accounting, or**

**Design Advice:** Living with Lolo provides a platform for self-help and templates to get you started. They are not complete. The information provided by Living with Lolo along with the content of our Service related to legal matters ("Legal Information") is provided for your private use and does not constitute legal, accounting or other professional advice. We recommend you contact your attorney and review all the forms you have after you have completed them.

Your use of the Services does not create a professional relationship with Living with Lolo. Moreover, Living with Lolo is not an attorney. Unless you are otherwise represented by an attorney, you represent yourself in any legal matter you undertake through our Services.

**5. Disclaimer:** This website and its contents may be considered advertising under the rules of professional conduct. You are solely responsible for assessing the quality, integrity, suitability and trustworthiness of all persons with whom you communicate regarding these forms. Prior results (for example, positive testimonials from prior clients) do not guarantee a similar outcome.

**6. Ownership and Preservation of Your Documents:** Living with Lolo does not claim ownership of any documents you either create or upload and store using our Services ("Documents"). You grant permission for Living with Lolo to use your Documents in connection with providing Services to you.

You acknowledge and agree that Living with Lolo may preserve these Documents as well as disclose them if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to accomplish any of the following: (1) to comply with legal process, applicable laws or government requests; (2) to enforce these Terms; (3) to respond to claims that any content violates the rights of third parties; or (4) to protect the rights, property, or personal safety of Living with Lolo, its users and the public. You understand that the technical processing and transmission of the Service, including your Documents and other content, may

involve transmissions over third party networks and changes to conform and adapt to technical requirements of connecting networks or devices. You agree that Living with Lolo has no responsibility or liability for deleting or failing to store any Documents or other content maintained or uploaded in the Services.

**7. No Unlawful or Prohibited Use:** You can only use our Services if doing so complies with the laws of your jurisdiction(s). The availability of our Services in your jurisdiction(s) is not an invitation or authorization by Living with Lolo to access or use our website or Services in a manner that violates your local laws and regulations. By using our Services, you accept sole responsibility to ensure that you or anyone else who accesses your account to use our Services does not violate any applicable laws in your jurisdiction(s). To enforce this provision, Living with Lolo reserves the right to refuse membership, or suspend or terminate your account immediately and without prior notice at our sole discretion.

**8. Intellectual Property Rights; License Grant:** Living with Lolo retains all right, title and interest in and to its products and Services, including, without limitation, software, images, text, graphics, illustrations, logos, service marks, copyrights, photographs, videos, music, articles, document templates and all related intellectual property rights. Except as otherwise provided in the Terms, you may not, and may not permit others to:

- i. reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our products and Services (other than documents you create through your membership, which you may use for your own personal use);
- ii. sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or edit any of our products and Services; or
- iii. circumvent or disable any security or technological features of our products and Services.

The design, text, graphics and selection and arrangement of our Services and the

legal forms, documents, guidance and all other content found on our Service ("Service Content") are copyright © Living with Lolo. All rights reserved.

Subject to your compliance with these Terms, you are hereby granted a non-exclusive, limited, non-transferable, revocable license to use the Services as we intend for them to be used. As a registered user, you are the owner of and are fully authorized to keep, for your own personal records, electronic or physical copies of documents you have created on Living with Lolo.

When you transmit public-facing user content on Living with Lolo, you hereby grant Living with Lolo and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such content, including throughout the world in any media.

Resale or unauthorized copying, use, storage, display or distribution of forms, articles, documents or other materials copied or downloaded from our Service is strictly prohibited. Use of these materials is for your personal or business use. Any resale or redistribution of our materials requires the express written consent of Living with Lolo. Any rights not expressly granted in these Terms are reserved by Living with Lolo.

**9. Copyright and DMCA:** We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you believe that any material on our Service infringes upon any copyright which you own or control, you may file a DMCA Notice of Alleged Infringement to 30208 N. 52nd Place, Cave Creek, AZ 85331.

## **10. Disclaimer of Representations and Liability**

**PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR RIGHTS.** The information, software, products, and Services made available through Living with Lolo

may include inaccuracies or typographical errors. Living with Lolo reserves the right at any time to modify, improve, suspend or deprecate certain features of our Services. Legal Information received via Living with Lolo should not be relied upon exclusively for personal, medical, legal or financial decisions; rather, we recommend you use information from our Service in conjunction with the advice of a qualified professional tailored to your situation. In short, your use of our Services is at your own risk.

TO THE FULLEST EXTENT PERMITTED BY LAW, Living with Lolo AND ITS AFFILIATES, SUBSIDIARIES, PROGRAM SPONSORS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INFORMATION AND OPINIONS RECEIVED VIA OUR SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS WITHOUT CONSULTING AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LIVING WITH LOLO, ITS AFFILIATES, SUPPLIERS, PROGRAM SPONSORS OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT LIVING WITH LOLO HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, Living with Lolo AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES SHALL IN NO EVENT EXCEED THE GREATER OF \$500 OR THE AMOUNT PAID BY YOU TO LIVING WITH LOLO FOR THE 12 MONTHS PRECEDING THE SERVICES IN QUESTION. THE PARTIES EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE FOREGOING

DISCLAIMERS AND LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## **11. Release and Indemnity**

By using our Service, you, on behalf of yourself and your heirs, executors, agents, representatives, and assigns, fully release, forever discharge, and hold Living with Lolo and its agents and employees harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, and actions of any kind and injury (including death) arising out of or relating to your use of the Services. You agree that this release has been freely and voluntarily consented to and you confirm that you fully understand what you are agreeing to.

You agree to indemnify and hold Living with Lolo and its employees, directors and agent harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of any third party claims relating to your use of the Service, your violation of these Terms or your violation of any rights of another.

## **12. Dispute Resolution By Binding Arbitration and Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR RIGHTS.** Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing our Customer Service Department. However, if Living with Lolo is not able to resolve a dispute with you after attempting to do so informally, then as a condition to your use of the Services we mutually agree to resolve such dispute through binding arbitration under the auspices of JAMS Alternative Dispute Resolution ("JAMS"). JAMS will administer any such arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. You and we agree that the arbitration will be held in Phoenix, Arizona. A party seeking arbitration must first send to the other, by certified mail, a written notice of dispute.

Any notice to Living with Lolo should be addressed to Living with Lolo, Attention: General Counsel at 30208 N. 52nd Place, Cave Creek, AZ 85331. You may only resolve disputes with Living with Lolo on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

### **13. Controlling Law**

These Terms are governed by the law of Arizona, U.S.A., unless preempted by U.S. federal law, without regard to conflict of law rules. The parties expressly agree to resolve all disputes in Phoenix, Arizona.

### **14. Entire Agreement**

These Terms constitute the entire agreement between you and Living with Lolo with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms.

### **15. Waiver, Severability and Assignment**

Living with Lolo's failure to enforce a provision is not a waiver of its right to do so later. If a provision of these Terms is found unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting the intent of the unenforceable language as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. LIVING WITH LOLO may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

### **16. Modifications**

We may revise these Terms from time to time, and will always post the most current

version on our website. By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms. We encourage users to periodically review the Terms to ensure that you understand them in their entirety. If you have any questions or concerns, please visit us at [www.livingwithlolo.com](http://www.livingwithlolo.com).

## **PRIVACY POLICY**

Protecting your private information is important to us. This Privacy Policy governs data collection and usage of the products, services, software, platform and websites (collectively, "Services") provided by Living with Lolo and its affiliates (collectively, "LOLO"). By using the Services, you consent to the data practices described in this policy and our Terms of Service. If you do not agree to any part of this Privacy Policy, then you should stop accessing the Services. Put another way, by using our Services, you agree to our privacy policy.

**1. Collection of Your Personal Information:** LOLO may collect personally identifiable information, such as your e-mail address, name, physical address, telephone number and IP address. If you purchase our Services, we collect and store your billing and credit card information. The information that we collect and store often depends on the type of Service that you use. For example, if you contact our customer service personnel, we may record the phone call or retain the email string or chat transcript for quality assurance purposes. LOLO will not delete customer information other than upon customer request. However, LOLO reserves the right to delete customer information in accordance with any document retention program that it puts in place.

Information about your computer hardware and software may be automatically collected by LOLO. This information can include: your IP address, browser type, domain names, access times, operating system, cookie information, referring website addresses, and Internet Service Provider. LOLO may also collect geolocation information based on visitors' IP addresses. This information is used by LOLO for the operation of the service, to maintain quality of the service, and to provide general



statistics regarding use of the Services. In order to better understand how users use its site and to improve its services, LOLO may also collect information about your use of our Site, such as pages visited, links clicked, text entered, and mouse movements.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through the Services to third parties, such as tax referral services, tax professionals, and so on, this information may be collected and used by them. LOLO encourages you to review the privacy statements of entities or services you access from our Service so that you can understand how those entities collect, use and share your information. LOLO is not responsible for the privacy statements, privacy practices, or content on websites or services outside of those we operate.

**2. Use of Your Personal Information:** LOLO collects and uses your personal information to operate and improve our Services and deliver the Services you have requested. LOLO may also use this personal information to inform you of other products or services available from LOLO and its affiliates that may interest you.

LOLO does not sell, rent or lease its customer lists to third parties. In cases where you request us to do so, we will share your personal information with trusted business partners so that they can offer you products or services that you've expressed interest in. For example, we will send your information to a general contractor if you request we do so. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party without your consent.

In addition, LOLO may share data with vendors or processors to help us perform statistical analysis, send you email or postal mail, perform tasks required to complete a purchase transaction, provide customer support, or provide other types of customer relationship management and fulfillment. LOLO may also share information on your use of our Site, such as pages visited, links clicked, non-sensitive text entered, and mouse movements, with third party providers of web and

application analytic services in order to enable LOL to understand site usage, detect fraud and potential threats and improve its Services. All such third parties are prohibited from using your personal information except to provide these Services, and they are obligated to maintain the confidentiality of your information, although in some cases those third parties are allowed to use aggregated and de-identified data for the improvement of their own services.

Additionally, if you access our Services through a third party, and in the course of doing so you provide information to them, the third party may retain and use the information you provide pursuant to their privacy policy. In such cases, the third party's use of your personal information is governed by their privacy policy and not the LOLO's privacy policy.

LOLO tracks the pages our customers visit within our websites. This data is used to understand our customers' needs, how customers use our Services, improve our Services and deliver customized content and recommendations to users whose behavior indicates that they are interested in a particular subject area. Please note that any "do not track" signals sent by your web browser or other mechanism have no effect on the collection of personally identifiable information by LOLO. We may use third parties such as Google Analytics for data collection and analytics to collect, process and store your site usage and browser information on our behalf when you use our Services.

LOLO uses tracking to create remarketing audiences of users based on user behavior and visits to our website. LOLO may also target these users with custom ads based on affinities/interests, geographic and demographic signals. Users can opt out of some or all of these advertising features by visiting Google and Facebook opt-out pages, and the like. LOLO may use email addresses to target users with custom ads through third party advertising platforms. LOLO shares certain customer information described in Section 1 above with third parties to perform services (advertising) on our behalf.

You may opt out of our sharing that constitutes a "sale" of personal information under certain privacy act laws.

LOLO may disclose personal information when we believe it is required to comply with the law; to enforce or apply this Privacy Policy or our other policies or agreements; to initiate, render, bill, and collect for amounts owed to us; to protect our or our users' rights, property or safety; to protect our users from abusive or unlawful use of the Services; or if we believe that an emergency involving the danger of death or serious physical injury to any person requires or justifies disclosure of personal information.

Information about our customers, including personal information, may be disclosed as part of any merger, acquisition, debt financing, sale of company assets, as well as in the event of an insolvency, bankruptcy or receivership in which personal information could be transferred to third parties as one of LOLO's business assets. In such an event, you may not have the right to opt out of any such transfer.

**3. Communications with Interior Designers and General Contractors and Other Professionals may not be confidential.** In order to ensure delivery of Services and for quality assurance purposes, LOLO will have access to certain communications with other professionals regarding your Service. We collect and store your name, email address and information about the relevant jurisdiction and your matter. As a result, if you choose to communicate with a professional through the Services, please note that, depending on the laws in the applicable jurisdiction, any such communications between you and a participating third-party professional may not necessarily be confidential.

**4. Use of Cookies:** Our website uses "cookies" to help personalize your online experience. A cookie is a text file that is placed on your device by a web server. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to allow you to be logged in to your account. If you register an account with LOLO, a cookie helps us recall your specific information on subsequent visits. This simplifies the process of recalling your personal information, such as billing addresses, shipping addresses, and so on. When you return to our website, the information you previously provided can be retrieved, so you can easily use the features of our Service. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to log in to your account or fully experience the interactive features of the Services.

**5. Assessing and Managing User Information:** If you are a current customer, you can access and change information previously submitted by logging into your LOLO account. You can also change payment information in your paid LOLO account and remove payment information in terminated or downgraded accounts. Finally, you can interact with your team leader through your LOLO account.

**6. For California Residents:** LOLO is an Arizona company. However, some of the services are accessible to California residents. Effective January 1, 2020, the California Consumer Privacy Act of 2018 (CCPA) afforded California residents (i) the right to request disclosure of data collection and sales practices in connection with the requesting consumer; (ii) the right to have the requesting consumer's information deleted, subject to certain exceptions; (iii) the right to request that their personal information not be sold to third parties, if applicable; and (iv) the right not to be discriminated against because they exercised any of the new rights.

California residents may submit a personal information or erasure request via email at [info@livingwithlolo.com](mailto:info@livingwithlolo.com). LOLO will need to collect information from the requesting party to verify their identity, and will respond within 45 days of receiving a personal information request (subject to an additional 45-day extension in certain circumstances).

Please be aware that such a request does not ensure complete or comprehensive removal of your content or information and that there may be circumstances in which the law does not require or allow removal even if requested. For example, if your personal information is contained in a document created by a LOLO user, only that user can delete that document.

**7. Security and Retention of your Personal Information:** You are responsible for safeguarding and preventing unauthorized access to the user information and password that you use to access our Services. You agree not to disclose your password to any third party and you are responsible for any activity using your account, whether or not you authorized that activity. Please immediately notify LOLO of any unauthorized use of your account.

LOLO uses industry standard security measures to secure your personal information from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, we rely on 3<sup>rd</sup> party vendors to ensure that this information is protected. LOLO regularly reviews its security measures to consider appropriate new technology and methods. Please be aware that, despite our efforts, no security measures are perfect or impenetrable. LOLO retains your personal information for the length of time needed to fulfill the purposes outlined in this privacy policy unless a longer retention period is required or permitted by law.

**8. Changes to this Privacy Policy:** LOLO may change the provisions of this Privacy Policy at any time, and will always post the most up-to-date version on our website. We may provide notice by email to you at the last email address you provided us, by posting notice of such changes on our sites and applications, or by other means consistent with applicable law.

**9. International Transfers:** The Website is hosted in the United States. Accordingly, by providing your personal information through the Website, you consent to the transfer of your personal information from your country of residence to the United

States. With regard to data transfers from the European Economic Area to the U.S., we have self-certified to the EU-U.S. Privacy Shield Framework.

Our privacy policy is written and meant to comply with Arizona laws. If you are purchasing this service or using this policy outside the United States, please review your existing privacy laws with your chosen attorneys before moving forward.