

Terms

TERMS OF SERVICE

This Terms of Service ("TOS") is a legally binding agreement made by and between Kingston Carpetworld on behalf of itself or its affiliates, ("we" or "us") and you, personally and, if applicable, on behalf of the entity for whom you are using this web site (collectively, "you"). This TOS governs your use of the web site on which it appears ("Web Site"), the services we offer on the Web Site ("Services"), and, as applicable, transactions involving the products offered or advertised on the Web Site ("Products"), so please read it carefully.

BY ACCESSING OR USING ANY PART OF THE WEB SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS TOS. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE WEB SITE.

INTERNET TECHNOLOGY AND THE APPLICABLE LAWS, RULES, AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, WE RESERVE THE RIGHT TO MAKE CHANGES TO THIS TOS AT ANY TIME. ANY SUCH CHANGES WILL APPLY TO EVENTS, OCCURRENCES, ACTS, OMISSIONS AND DISPUTES OCCURRING AFTER THE MODIFIED TOS ARE POSTED ON THIS WEB SITE BUT WILL NOT APPLY RETROACTIVELY TO EVENTS, ETC. THAT OCCURRED PRIOR TO THE POSTING OF THE MODIFICATIONS. YOU AGREE TO REVIEW THIS TOS PERIODICALLY IN CONNECTION WITH YOUR USE OF THE WEB SITE, AND YOUR CONTINUED USE OF THE WEB SITE FOLLOWING MODIFICATION OF THIS TOS SHALL CONSTITUTE YOUR BINDING ASSENT TO ANY NEW OR MODIFIED PROVISION OF THIS TOS THAT MAY BE POSTED ON THE WEB SITE. IF YOU DO NOT AGREE TO ANY MODIFICATION OF THESE TOS, YOU MUST IMMEDIATELY STOP USING THIS WEB SITE.

1. Using The Web Site.

(a) Eligibility. Except as expressly provided below, the Web Site may only be used by individuals and entities who can form legally binding contracts under applicable law. No person under the age of 18 may use the Web Site without the supervision of a parent or legal guardian. Your use of the Web Site will be deemed to be a representation that you are 18 years of age or older or using the Web Site with the permission of your parent or guardian. If you are using this Web Site on behalf of an employer or other business entity, your use of the Web Site will be deemed to be a representation that you have the power and authority to bind that entity to this TOS.

(b) License and Restrictions. Subject to the terms and conditions of this TOS, you are hereby granted a limited, non-exclusive right to use, display and print the content and

materials on our Web Site in the normal course of your use of the Web Site, i.e. accessing the Services and researching, shopping for, or initiating transactions regarding Products or Services. We and various third-party owners retain ownership of our and their intellectual property rights regarding the Web Site, the Services and the Products, and you will not obtain any rights therein by virtue of this TOS or otherwise, except the limited license as expressly set forth above. You will have no right to use, copy, display, perform, create derivative works from, distribute, transmit or sublicense materials or content available on the Web Site, except as expressly set forth in this TOS.

(c) **Prohibited Conduct.** In your use of the Web Site, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party, including but not limited to infringing by copying or distributing any Web Site content other than as permitted in paragraph (b) immediately above; (ii) disrupt or interfere with the security or use of the Web Site or any web sites linked to the Web Site; (iii) interfere with or damage the Web Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology; (iv) impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) us, or use a false identity; (v) attempt to obtain unauthorized access to the Web Site; (vi) engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect information about other users, or collect or use information about the Web Site for commercial purposes, without their or our express written consent in each case; (viii) submit false or misleading information to us; (ix) violate any law, rule, or regulation; (x) engage in any activity that interferes with any third party's ability to use or enjoy the Web Site; or (xi) assist or encourage any third party in engaging in any activity prohibited by this TOS.

2. **Accuracy of Information.** We attempt to ensure that the information on the Web Site is complete and accurate; however, this information may contain typographical errors, pricing, description or inventory errors, and other errors or inaccuracies. We assume no responsibility for such errors and omissions, and reserve the right to: (i) revoke any offer stated on the Web Site; (ii) correct any errors, inaccuracies or omissions; and (iii) make changes to Services or Products offered, prices, fees, content, promotions, sales terms, product descriptions or specifications, or other information on the Web Site.

3. **Data Collection and Privacy Policy.** The only personally-identifying information that we collect via the Web Site is information that you may voluntarily provide to us, e.g. through your submission of information such as your name and telephone number via "Contact Us" or "Schedule an Appointment" facilities available on the Web Site. We do not wish to receive any information that you consider private or confidential via the Web Site, and your submission of information confirms that you do not consider it to be confidential, and confirms your grant to us and our third-party service providers of the perpetual right to use, reproduce, distribute or disclose any information submitted in any

way we deem appropriate without restriction. No assurance is given that any such information will be maintained or treated as private, confidential or secure (see "Security," below).

We also collect information via the Web Site that is not associated with individually identifiable persons. Like most web sites, we or our third-party service providers may use log files to collect Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referring/exit pages, platform type, and date/time stamp. This information may be used to analyze site usage, administer the site, understand usage and navigation trends in aggregate, and determine the relevance of content. We or our third-party service providers may also place on your computer a cookie that assigns an anonymous, unique identifier to the end user's Internet browser. Cookies are small data files commonly used on the Internet to help optimize and personalize the Internet end user experience and identify repeat visitors to websites. These cookies are not used to collect any personally identifiable information such as name, address, social security number, etc. These cookies may help us to personalize your experience, to pay providers that refer users to the Web Site, or to accomplish analogous business functions. We or our third-party service providers may retain logs and ad delivery and reporting data for accounting and audit purposes. As with personally identifiable data that you submit, we may use, reproduce, distribute or disclose any non-personally-identifiable information that we or our service providers collect, in any way we or they deem appropriate without restriction, and no assurance is given that any such information will be maintained or treated as private, confidential or secure.

4. **Security.** We may employ measures designed to promote the security of the Web Site, but make no warranties, representations or guarantees in this regard, including any warranty or representation that any such measures will be effective or will meet any particular objective or subjective criteria such as "best practices," "industry standards," reasonableness, or appropriateness. See "Data Collection and Privacy Policy," above.

5. **Intellectual Property Rights.**

(a) **Copyright.** All materials on the Web Site, including without limitation, the logos, design, text, graphics, other files, and the selection and arrangement thereof are either owned by us or are the property of our suppliers or licensors, including specifically Shaw Industries, Inc. You may not use such materials without permission. Copyrightable works appearing on the Web Site are © 2009-2016 Kingston Carpetworld, Shaw Industries, Inc. and/or other third-party copyright owners. ALL RIGHTS RESERVED.

(b) **Trademarks.** Any trademarks, trade names, and related design marks, and all page headers, custom graphics, icons and other trade dress appearing on the Web Site are property of their respective owners. You may not use any of these trademarks, trade names or trade dress without our express written permission.

6. **Third-Party Services.** We may use third parties to provide certain services accessible through the Web Site and may provide links to third-party web sites. We do not control those third parties, their services, or control or monitor their web sites. Use of these links and third-party web sites or services is at your own risk. We will not be liable to you in any way for your use of such services or web sites. When leaving the our site, you should be aware that our terms and policies no longer govern and that the third parties may have their own terms of use and other policies; therefore, you should review the applicable terms and policies of that third-party web site. You must comply with such terms and policies as well as these TOS when you use those services and web sites.

7. **Linking and Framing.** You may not deep link to portions of the Web Site, or frame, inline link, or similarly display any of our property, including, without limitation, the Web Site. You may not use any of our logos or other trademarks as part of a link without express written permission.

8. **Comments.** All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit or offer to us in connection with your use of the Web Site (collectively, "Comments") will become our exclusive property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Comments and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You will, at our cost, execute any documents to effect, record, or perfect such assignment. Thus, we will own exclusively all such right, title and interest and shall not be limited in any way in the use, commercial or otherwise, of any Comments. You should not submit any Comments to us if you do not wish to assign such rights to us. We are and will be under no obligation: (i) to maintain any Comments in confidence; (ii) to pay to you or any third party any compensation for any Comments; or (iii) to respond to any Comments. You are and shall remain solely responsible for the content of any Comments you make.

9. **Indemnification.** You agree to hold us, the third parties who provide services or content for the Web Site, and our and their employees, representatives, agents, attorneys, affiliates, directors, officers, managers and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties arising from, related to, or connected with your use of the Web Site. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without our consent.

10. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY AND DAMAGES.

(a) **DISCLAIMER OF WARRANTIES.** WE PROVIDE THE WEB SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT REPRESENT OR WARRANT THAT THE WEB SITE, THE SERVICES, ITS USE, OR ANY INFORMATION ON IT: (I) WILL BE UNINTERRUPTED, RELIABLE OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, (IV) WILL OPERATE PROPERLY OR AT ALL IN THE CONFIGURATION OF HARDWARE AND SOFTWARE THAT YOU USE, OR (V) WILL BE FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. WE MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS TOS, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

(b) **DISCLAIMER OF FORWARD-LOOKING STATEMENTS.** THIS WEB SITE MAY CONTAIN FORWARD-LOOKING STATEMENTS THAT REFLECT OUR CURRENT EXPECTATION REGARDING FUTURE EVENTS, SERVICE, PRODUCTS AND BUSINESS DEVELOPMENT. ANY SUCH FORWARD-LOOKING STATEMENTS INVOLVE RISKS AND UNCERTAINTIES. ACTUAL DEVELOPMENTS OR RESULTS COULD DIFFER MATERIALLY FROM THOSE PROJECTED AND DEPEND ON A NUMBER OF FACTORS, SOME OF WHICH ARE OUTSIDE OUR CONTROL.

(c) **PRODUCTS.** ALL PRODUCTS THAT MAY BE FEATURED OR ADVERTISED ON THE WEB SITE ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS, AND SUPPLIERS, IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE HEREBY EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION.

(d) **EXCLUSION OF DAMAGES.** NEITHER WE NOR ANY THIRD PARTY THAT PROVIDES SERVICES OR CONTENT FOR THE WEB SITE WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT

LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE WEB SITE OR RELATED SERVICES OR PRODUCTS, RELIANCE ON INFORMATION CONTAINED IN THE WEB SITE, ANY FAILURE OR INTERRUPTION OF SERVICE OF THE WEB SITE, OR THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO INFORMATION COLLECTED VIA THE WEB SITE, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED (INCLUDING CONTRACT, STATUTORY CAUSES OF ACTION OR TORT, INCLUDING NEGLIGENCE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

(e) LIMITATION OF LIABILITY. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS TOS (INCLUDING, WITHOUT LIMITATION, CLAIMS RELATING TO THE WEB SITE, OR THE PRODUCTS) EXCEED \$100.

11. **Domestic Use.** The Web Site is controlled from locations within the United States of America. Neither we nor our third-party service providers make any representation that the Web Site or its content (including, without limitation, any Products or Services available on or through the Web Site) are appropriate or available for use in other locations. Users who access the Web Site from outside the United States of America do so on their own initiative and at their own risk and must bear all responsibility for compliance with applicable local laws. Accessing the Web Site from territories where any of its contents are illegal or subject to regulation is prohibited.

12. **Force Majeure.** Neither we nor any third parties providing services in connection with the Web Site will be liable for failing to perform under this TOS because of any event beyond our reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to perform, fire, terrorism, natural disaster or war.

13. **Arbitration.** All disputes arising out of or relating to this TOS (including its formation, performance or alleged breach) or your use of the Web Site will be exclusively resolved under confidential binding arbitration held in the location of our principal place of business, and will be held before and in accordance with the Rules of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this TOS will be joined to an arbitration involving any other party subject to this TOS, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, we will have the right to seek injunctive or other equitable relief in any state or federal court of competent jurisdiction to enforce this TOS or prevent an infringement of a third party's rights.

14. **WAIVER OF CLASS ACTION RIGHTS.** BY ENTERING INTO THIS TOS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN

CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE, INCLUDING CLASS ARBITRATION. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS TOS MUST BE ASSERTED INDIVIDUALLY.

15. **Limitation of Actions.** You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Web Site, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

16. **Changes to the Web Site.** We may, in our sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the Web Site, temporarily or permanently, at any time without notice to you, and we will not be liable for doing so.

17. **Termination.** We will have the right to terminate your access to the Web Site if we believe you have breached any of the terms and conditions of this TOS or if we elect to discontinue the Web Site. Following termination, you will not be permitted to use the Web Site. If your access to the Web Site is terminated, we reserve the right to exercise whatever means we deem necessary to prevent unauthorized access to the Web Site, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider. This TOS will survive indefinitely unless and until we choose to terminate it, regardless of whether any account you open is terminated by you or us or if you have the right to access or use the Web Site.

18. **Integration.** This TOS contains the entire understanding between you and us regarding the use of the Web Site, and supersedes all prior and contemporaneous agreements and understandings between you and us relating thereto.

19. **Additional Terms.** This TOS will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of Georgia without regard for conflict of law principles or other principles that would cause the application of the law of any other State. You may not transfer or assign or transfer this TOS or any of your rights and obligations under them without our prior written consent. No failure or delay by a party in exercising any right, power or privilege under this TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this TOS. You are an independent contractor, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this TOS. The invalidity or unenforceability of any provision of this TOS will not affect the validity or enforceability of any other provision of this TOS, all of which will remain in full force and effect.

20. **Effective Date.** All provisions of this TOS are effective as of January 31, 2010.