



## Terms of Use

January 2, 2018

Welcome to the Internet sites of HOUSE SPECIAL, LLC. (d/b/a "HouseSpecial"), which include house-special.com and other Internet sites on which these terms of use are posted (jointly and severally referred to herein as "the Site"). HOUSE SPECIAL and any and all entities that control, are controlled by, or are affiliated or under common control with, HouseSpecial are collectively referred to herein as "we," "us" or "our."

**IF YOU ARE UNDER 13 YEARS OLD, YOU AND YOUR PARENTS OR GUARDIANS MUST REVIEW THE SECTION TITLED "POLICY REGARDING CHILDREN" IN THE HOUSE SPECIAL PRIVACY POLICY (<http://www.housespecial.com>). WHICH WILL GOVERN YOUR PROVISION OF PERSONALLY IDENTIFIABLE INFORMATION.**

**PLEASE READ THESE TERMS CAREFULLY BEFORE YOU USE THIS SITE. BY USING THE SITE, OR BY ACCEPTING DELIVERY OF THE PRODUCTS OR SERVICES DESCRIBED IN HOUSE SPECIAL'S DOCUMENTATION OR INVOICE, IF ANY, YOU AGREE THAT THE TERMS APPLY TO AND GOVERN YOUR USE OF THE SITE. THESE TERMS CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. THEY ALSO CONTAIN LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.**

**1. Agreement to Terms.** By accessing, visiting and/or using the Site, or by making a purchase, placing an order or otherwise shopping on the Site, or by submitting any Transmissions through the Site, you, the user: (a) acknowledge that you have read and understand these Terms; and (b) agree that you will be bound by these Terms. If you do not agree to be bound by these Terms, do not use the Site, place an order on the Site, or submit any Transmissions through the Site. HOUSE SPECIAL may change these Terms at any time by posting the change to the Site. Please check these Terms periodically for changes. Your access or use of the Site after these Terms have been changed will mean that you agree to be bound by those changes, except that the Terms posted on this Site at the time you initially place an order for purchase of goods or services will govern the order in question. The date these Terms were last modified is set forth at the beginning of these Terms.

**2. Intellectual Property Infringement Claims.** HOUSE SPECIAL will promptly process, investigate and respond to all claims of intellectual property infringement and will take appropriate action under the Digital Millennium Copyright Act and other applicable intellectual property laws (collectively, "Intellectual Property Law"). If you own the copyright of any works displayed on the Site, or are the agent of the copyright owner, and believe the Site violates your Copyright, please provide the HOUSE SPECIAL copyright agent with a notice (a "Copyright Notice") that includes the following information: (a) a description of the copyrighted work that you believe has been infringed and enough information that will allow HOUSE SPECIAL to locate that work (e.g., the URL where that work is posted or the author and name of the book in which that work was originally published); (b) the location on the Site of the work that you believe infringes the copyright owner's work and that you are asking HOUSE SPECIAL to remove from the Site; (c) enough information to contact you such as your name, address, telephone number and email address, and if different, the name, address, telephone number and email address of the copyright owner; (d) a statement that you have a good faith belief that HOUSE SPECIAL's use of

the copyrighted work in the described manner is not authorized by the copyright owner, its agent or applicable law; (e) a statement that, under penalty of perjury, all information in your Copyright Notice is accurate and that you are the copyright owner or authorized agent of the copyright owner; and (f) your signature (either electronic or physical). Upon receipt of a Copyright Notice that contains the information described in Section 2(a) through (f), HOUSE SPECIAL will act to promptly evaluate your claim of infringements and will take whatever action is required by the applicable Intellectual Property Law, which may include removing or disabling access to any infringing works. Send Copyright Notices to HOUSE SPECIAL's copyright agent at:

Copyright Agent  
c/o HOUSE SPECIAL, LLC.  
420 NE 9<sup>th</sup> Ave.  
Portland, Oregon 97232  
Attention: Copyright  
Telephone: 503-225-1130  
email: hello@housespecial.com

Please include the word "copyright" in the subject line for each Copyright Notice sent via email or regular mail. Only Copyright Notices should be sent to HOUSE SPECIAL's copyright agent.

**3. Security Rules.** You agree not to violate or attempt to violate the security of the Site, including without limitation: (a) accessing data that is not intended for your use; (b) using any other person's username or password or otherwise logging on to a server or account that you are not authorized to access; (c) probing, scanning or testing the vulnerability of any system or network related in any way to the Site without proper authorization; (d) breaching security or authentication measures without proper authorization; (e) interfering with service to any host, network, other user, including without limitation, sending unsolicited email, flooding, spamming, mailbombing, or crashing; (f) sending promotions and/or advertising products and/or services; or (g) attempting to do any of the preceding.

**4. Restriction on Use of Materials.** The materials that are included in or displayed on the Site, including without limitation images, illustrations, designs, icons, photographs, audio and video clips, text, logos, the HTML code for the Site, and other materials (collectively, the "Materials") include both registered and unregistered copyrights, trademarks, service marks, trade dress and/or other intellectual property owned or licensed by HOUSE SPECIAL. Without HOUSE SPECIAL's prior written permission, you may not (a) use the Materials on any other website or in any advertising or publicity or for any purpose; (b) modify any of the Materials for any purpose; or (c) copy, reproduce, republish, upload, post, transmit or distribute any of the Materials in any way, except that you may download one copy of the Materials on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices.

**5. Trademarks and Service Marks.** HOUSE SPECIAL® and the HOUSE SPECIAL logo are trademarks and service marks of HOUSE SPECIAL. All other marks and logos that appear throughout the Site belong to HOUSE SPECIAL or to others and are protected by United States and international copyright and trademark laws.

Any use of any marks appearing in the Site, without the express written permission of HOUSE SPECIAL, is strictly prohibited.

## **6. Your Participation in and Postings on Forums.**

**6.1. Discussion Groups and Social Networking Services.** "Forum" means a discussion group, chat area, social networking service or any other bulletin board or email function provided by the Site in which visitors post or otherwise contribute information. By using any Forum, you agree that you will comply with the rules, representations and warranties set forth in this Section 6. If you are

under 13 years old, you and your parents or guardians must review the Section titled "Policy Regarding Children" in the HOUSE SPECIAL Privacy Policy, which will govern your provision of personally identifiable information.

**6.2. Registration Information.** If you are required to register in order to participate in a Forum, the information you provide during the registration process must be accurate and complete. You agree not to: (a) register more than once or use more than one username; (b) register under the name of any other person or choose a username that suggests you are, or are affiliated with, any other person or entity; (c) select a username that is offensive; (d) choose a username or provide information that is deceptive or misleading to others or that incorporates a solicitation.

**6.3. Transmissions.** You will own all messages, material, information and ideas you create and transmit to or post on the Site (each, a "Transmission"), including without limitation on any Forum; however, you grant (or warrant that the owner of the rights to the Transmissions has expressly granted) to HOUSE SPECIAL a non-exclusive, worldwide, perpetual, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, transmit and display those Transmissions and to incorporate the Transmissions into any other works in any form, media or technology now known or developed in the future, and HOUSE SPECIAL may use or disclose those Transmissions for any purpose, including without limitation developing, manufacturing and marketing goods and/or services, and you warrant that all "moral rights" in those Transmissions have been waived. HOUSE SPECIAL will treat Transmissions as non-confidential and non-proprietary; however, HOUSE SPECIAL will handle all personal data provided to HOUSE SPECIAL in the manner provided in HOUSE SPECIAL's Privacy Policy (<http://www.house-special.com>). By sending any Transmission to the Site, you agree that: (a) the Transmission does not: (i) violate any law, regulation or third party right; (ii) contain any nudity, pornographic or other adult material; (iii) contain any obscenities or material that libels, slanders or defames any person, facility, company, organization, or product; (iv) invade the privacy of any person, infringe the copyright, trademark, trade secret right or other proprietary rights of any person, or constitute an unfair or improper trade practice or other wrongful business conduct; (v) contain any instructions or discussions about illegal activities; (vi) encourage or promote any illegal activity or racism; or (vii) promote or utilize software or services designed to deliver unsolicited e-mail or to circumvent protective technologies in violation of law; (b) you will not: (i) use the Site for any commercial purpose, including without limitation advertisements; (ii) solicit funds, goods or services; (iii) solicit other visitors to the Site to join or become a member of any commercial online club, service or other organization; (iv) post chain letters or pyramid schemes; or (v) post a link to any website that contains or does any of the prohibited actions described in subsection 6.3(a) above or this subsection 6.3(b); and (c) you will not impersonate another person.

**6.4. Member Profiles.** Unless you choose to make your profile available to both members and visitors to a Forum, if possible, your profile will be displayed only to other members of that Forum. Do not give out to others, or display, in any Forum any information that you do not want made public. Disclosure of your full name, email address, street address, phone number or password creates safety risks and may result in unsolicited communications.

**6.5. Monitoring.** The content of each Forum is created by visitors to that Forum and those visitors are solely responsible for that content. HOUSE SPECIAL does not represent or warrant the reliability, accuracy or truthfulness of that content. Although HOUSE SPECIAL is not obligated to do so, it may monitor. Transmissions posted on the Forums. Because HOUSE SPECIAL does not monitor Transmissions on a constant, realtime basis, please report any objectionable postings to us at [hello@house-special.com](mailto:hello@house-special.com).

**7. Nature of Information Provided by HOUSE SPECIAL.** The information contained on the Site has been collected and/or prepared by HOUSE SPECIAL as a service to its visitors. While HOUSE SPECIAL has used reasonable efforts to verify that the information on the Site is useful to its visitors, HOUSE SPECIAL does not warrant or guaranty its accuracy or timeliness. You

agree not to disclose or otherwise make public any communications HOUSE SPECIAL sends you.

## **8. Purchase of Goods or Services.**

**8.1. General.** These Terms constitute the entire agreement between you and HOUSE SPECIAL relating to the offer or sale of products or services on this Site. You consent to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet. You may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. You agree that these Terms and the terms contained in HOUSE SPECIAL's invoice or other documentation will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms or any purchase order or invoice related thereto.

**8.2. Shipments; Risk of Loss.** When you place an order for a physical product, the order will be shipped to an address designated by you as long as that shipping address is compliant with HOUSE SPECIAL's shipping restrictions. All purchases from this Site are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased from this Site pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments. HOUSE SPECIAL retains a security interest in the products until payment in full is received. You will be responsible for all shipping and related charges.

**8.3. Pricing; Availability.** All pricing is subject to change. HOUSE SPECIAL reserves the right to make adjustments to pricing and product offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements. All orders are subject to product availability. Therefore, HOUSE SPECIAL cannot guarantee that it will be able to fulfill your orders.

**8.4. Orders; Payment Terms; Interest; Taxes.** Orders are not binding upon HOUSE SPECIAL until accepted by HOUSE SPECIAL. HOUSE SPECIAL reserves the right to refuse service to anyone. Terms of payment are within HOUSE SPECIAL's sole discretion. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. HOUSE SPECIAL may invoice parts of an order separately. You agree to pay interest on all past-due sums at the lower of one and one-half percent (1 1/2%) per month or at the highest rate allowed by law. Any sales, use or other applicable tax or fees or assessments is based on the location to which the order is shipped. In the event of a payment default, you will be responsible or all of HOUSE SPECIAL's costs of collection, including court costs, filing fees and attorney's fees.

**9. General Disclaimers of Warranties.** All information and other Material, whether included in directory, or in any page of the Site, as well as all products and services offered on this Site, if any, is provided "AS IS" and without warranties of any kind, either express or implied. In purchasing products or services, you are not relying on any statements, specifications, or other illustrations representing the products or services that may be provided by HOUSE SPECIAL. To the maximum extent permitted by applicable law, HOUSE SPECIAL DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, TITLE AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. HOUSE SPECIAL DOES NOT WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE, ANY MATERIALS, OR ANY SERVER(S) USED BY HOUSE SPECIAL ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. HOUSE SPECIAL DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, CORRECTNESS, ACCURACY, RELIABILITY OR TRUTHFULNESS OF THE SITE, ANY MATERIALS OR ANY WEBSITES LINKED TO OR FROM THE SITE.

**10. Ads, Directory and Linking Disclaimers and Warning.** HOUSE SPECIAL may sell advertising space to third parties that provide goods and/or services ("Advertisers"), and the Site may include links to websites owned and operated by others ("Third Party Websites"). The directory listings, ads, and Third Party Websites are generally created and owned by Advertisers or other parties, and are the responsibility of those persons and not of HOUSE SPECIAL. Consequently, HOUSE SPECIAL cannot and does not represent or warrant the validity, correctness, accuracy, reliability or truthfulness of any ads, directory listings or Third Party Websites. Although HOUSE SPECIAL may periodically attempt to verify the accuracy of ads, directory listings and Third Party Websites, HOUSE SPECIAL will not be liable for any inaccuracies, inclusions, exclusions, omissions, typographical errors or other inaccuracies of any information included in the ads, the directory listings or the Third Party Websites. Just as when you purchase a product or service from persons listed in your telephone directory, you should exercise appropriate discretion, good judgment and caution in relying on information in any directories and ads included in the Site and in any Third Party Websites. You bear all risk associated with the information in the Site, including all ads, directory listings, and Third Party Websites, and your use of any such information is subject in all respects to these Terms. HOUSE SPECIAL reserves the right to terminate any links to other websites without notice.

**11. Limitation of Liability; Release and Indemnity.** UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL HOUSE SPECIAL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, USE OF OR RELIANCE ON THE SITE, THE MATERIALS, OR THE TRANSMISSIONS, OR FOR ANY PRODUCTS OR SERVICES YOU MAY PURCHASE FROM THIS SITE; INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETION OF FILES, DELAYS IN OPERATION OR TRANSMISSION, NONDELIVERY OF INFORMATION, DISCLOSURE OF COMMUNICATIONS, LOSS OF USE, LOSS OF DATA, OR LOST PROFITS, ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, THE MATERIALS, OR THE TRANSMISSIONS, OR FOR ANY PRODUCTS OR SERVICES YOU MAY PURCHASE FROM THIS SITE, EVEN IF HOUSE SPECIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF YOUR USE OF THE SITE, THE MATERIALS, OR THE TRANSMISSIONS RESULTS IN THE NEED FOR SERVICE, REPAIR OR CORRECTION OF EQUIPMENT, SOFTWARE OR DATA, YOU ASSUME ALL COST RELATED TO THAT SERVICE, REPAIR AND CORRECTION. YOU RELEASE AND WAIVE ANY AND ALL CLAIMS AND/OR LIABILITY AGAINST HOUSE SPECIAL ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SITE, THE MATERIALS, OR THE TRANSMISSIONS, OR FOR ANY PRODUCTS OR SERVICES YOU MAY PURCHASE FROM THIS SITE. YOU ALSO AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOUSE SPECIAL FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITY, INCLUDING COSTS AND ATTORNEY FEES PRIOR TO AND AT ANY TRIAL OR ARBITRATION PROCEEDING, AND IN ANY POST JUDGMENT PROCEEDINGS, ARISING FROM YOUR IN CONNECTION WITH YOUR USE OF THE SITE, THE MATERIALS, OR THE TRANSMISSIONS, OR FOR ANY PRODUCTS OR SERVICES YOU MAY PURCHASE FROM THIS SITE, OR FAILURE TO ABIDE BY THESE TERMS OR APPLICABLE LAW. YOU THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, IN NO EVENT SHALL HOUSE SPECIAL OR ITS AFFILIATES ARE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE DOLLAR AMOUNT PAID BY YOU FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM.

HOUSE SPECIAL will not be responsible for any delays in delivery which result from any circumstances beyond its control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

**12. No License.** Except as expressly provided otherwise in these Terms, nothing in the Site, including these Terms, grants, by implication, estoppel or otherwise, any license or right to use any Materials or Transmissions without the prior written permission of the owner of the Materials or Transmissions.

**13. Taxes.** Unless you provide HOUSE SPECIAL with a valid and correct tax exemption certificate applicable to any goods or services provided by HOUSE SPECIAL or through the Site (if any), you, the user, will be responsible for, and will indemnify and hold HOUSE SPECIAL harmless from, all sales and other taxes associated with those goods and/or services, however designated, except for HOUSE SPECIAL's franchise tax and taxes on HOUSE SPECIAL's net income.

**14. United States Government Restricted Rights.** The Materials on the Site are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure of any Materials by the United States Government is subject to restrictions as provided in applicable law and regulations. Use of any Materials by the United States Government constitutes its acknowledgment of HOUSE SPECIAL's proprietary rights in them.

**15. Privacy.** It is HOUSE SPECIAL's policy to respect the privacy of all visitors to the Site. For more information about HOUSE SPECIAL's Privacy Policy, please refer to our **Privacy Policy**.

**16. Governing Law.** These Terms and all claims, disputes and controversies that may arise in connection with these Terms and the Site will be governed by the internal laws of the State of Oregon without regard to its choice of law rules. In no event will these Terms or any claims, disputes or controversies in connection with these Terms or the Site be governed by any international treaty or convention, including without limitation, the Convention for the International Sale of Goods. These Terms give you specific legal rights, and you may also have other rights which vary from state to state.

**17. Jurisdiction.** The Site is controlled and operated from HOUSE SPECIAL's offices within the State of Oregon. If any claim, dispute or controversy is not subject to binding arbitration as provided in the preceding section, you agree that the exclusive jurisdiction for such claim, dispute or controversy relating to the Site, including these Terms, will be the state and federal courts located in Portland, Oregon, that you will not file any action or proceeding in any other jurisdiction; and that you waive any argument that Portland, Oregon is an inconvenient forum.

**18. Headings.** The section headings used in these Terms are for convenience of reference only, do not affect the construction or interpretation of the text of these Terms, and are not part of these Terms.

**19. Separate Agreements.** If any provision of these Terms is unlawful, void or unenforceable for any reason, then that provision will be deemed to be deleted from these Terms and that deletion will not affect in any way the remaining provisions in these Terms.

**20. Entire Agreement.** This is the entire agreement between you and HOUSE SPECIAL relating to the subject matter of these Terms. Except as expressly provided in Section 1, these Terms may not be modified in any way except in a writing signed by both you and a duly authorized officer of HOUSE SPECIAL.

**21. Other Terms and Conditions.** These Terms apply to all uses of the Site unless you and HOUSE SPECIAL have signed a separate formal contract, in which case, that separate agreement will govern to the extent it conflicts with these Terms.

**22. Notices, Questions, Communications.** If you wish to contact HOUSE SPECIAL, please direct all inquiries (except for claims of copyright infringement) to [hello@housespecial.com](mailto:hello@housespecial.com) or telephone HOUSE SPECIAL at 503-225-1130.

Send all notices, questions and communications regarding copyright infringement in the manner specified in Section 2 above.

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