

PRIVACY POLICIES

1. lampandshadeworks.com PRIVACY POLICY

We respect your privacy and are committed to protecting personally identifiable information you may provide us through the Site. This section explains the policy Lamp & Shade Works has adopted with respect to the privacy of the information we may gather from users of the Site (our "Privacy Policy"), and explains what information may be collected from you in connection with the Site, how we use this information and under what circumstances we may disclose the information to third parties. This Privacy Policy applies only to information we collect through the Site or through other means, and does not apply to our collection of information from other sources.

a. Information We Collect.

The Site may typically collect two kinds of information about you: (a) information that you provide that personally identifies you; and (b) information that does not personally identify you that we automatically collect when you visit the Site or that you provide us. (1) Personally Identifiable Information: We define "personally identifiable information" as any information that may be used to specifically identify or contact you, such as your name, mailing address, phone number, etc. As a general policy, we do not automatically collect your personally identifiable information when you visit the Site. In certain circumstances, we may request, allow or otherwise provide you an opportunity to submit your personally identifiable information in connection with a feature, service, program promotion or some other aspect of the Site. For

instance, you may: (a) provide your name, address, e-mail address, and phone number when registering with the Site, or in connection with a contest entry; (b) provide certain demographic information about yourself (e.g., age, gender, purchase preference, usage frequency, etc.) when participating in a survey, poll or joining a club; or (c) post a general comment and/or recommendation on the Site. Certain information may not be personally identifiable when standing alone (e.g., your age), but may become so when combined with other information (e.g., your age and name). Whether or not you provide this information is your choice; however, in many instances this type of information is required to participate in the particular activity, realize a benefit we may offer, or gain access to certain content or functionality of the Site.

(2) Non-Personal Information: We define "non-personal information" as any information that does not personally identify you. Non-personal information can include certain personally identifiable information that has been de-identified; that is, information that has been rendered anonymous. We obtain non-personal information about you from information that you provide us, either separately or together with your personally identifiable information. We also automatically collect certain non-personal information from you when you access the Site. This information can include, among other things, demographic information, IP addresses, the type of browser you are using (e.g., Internet Explorer, Firefox, Safari, etc.), the third party website from which your visit originated, the operating system you are using (e.g., Vista, Windows XP, Mac OS, etc.), the name of your Internet service provider (e.g., AT&T, Comcast, America Online, NetZero, etc.), the search terms you use while on the Site, the specific web pages you visit, and the duration of your visit(s).

b. How We Use and Share Collected Information.

(1) Personally Identifiable Information: The personally identifiable information you submit to us is generally used to carry out your requests, to respond to your inquiries, to better serve you, or in

other ways naturally associated with the circumstances in which you provided the information. We may also use this information to later contact you for a variety of reasons, such as customer service, providing you promotional information for our products or those of our affiliates, to communicate with you about content or other information you have posted or shared with us via the Site, to manage transactions such as credit card payments for any goods or services that you order from us, our affiliates or any of our agents, or for the fulfillment of such orders (e.g., delivery). We may share your personally identifiable information with our business partners who assist us by performing core services (such as hosting, billing, fulfillment, data storage, security, processing credit card payments, and delivering packages) related to our operation of this Site, processing and fulfillment of product orders, and/or by making certain Site functionality available to our users. Those business partners will only use your information to carry out their specific business obligations to us. We may also share your information with third parties such as our co-promotional partners and others with whom we have marketing or other relationships. You may opt-out from receiving future promotional information from us or our affiliates, or direct that we not share your information with any affiliates, as set forth below. Whether or not you opt-out is your choice; however, in many instances this type of information is required to participate in a particular activity, realize a benefit we may offer, or gain access to certain content on the Site.

(2) Non-Personal Information: We use non-personal information in a variety of ways, including to help analyze site traffic, understand customer needs and trends, carry out targeted promotional activities, better target advertising and advertising campaigns, and improve our services. We may use your non- personal information by itself or aggregate it with information we have obtained from others. We may share your non-personal information with our affiliates and third parties to achieve these objectives and others, but remember that such information is anonymous information that does not personally identify you.

(3) Demographic Information: We use Google Analytics to the Site's users' demographic

information to better customize our advertising and advertising campaigns, targeting both existing and potential Site users. You can find out more about this type of information gathering and use here: www.google.com/intl/en/policies/privacy. If you wish to discontinue of this type of information gathering and use, you can opt-out here: www.google.com/settings/u/0/ads.

c. Other Uses and Information.

(1) IP Addresses: An IP address is a number that is automatically assigned to your computer whenever you are surfing the Internet. Web servers (computers that "serve up" web pages) automatically identify your computer by its IP address. When visitors request pages from the Site, our servers typically log their IP addresses. We collect IP addresses for purposes of system administration, to report aggregate information to others, and to track the use of the Site. IP addresses may also be shared as provided in this Privacy Policy. IP addresses may be associated or linked to identifiable users of the Site.

(2) Cookies, etc.: "Cookies" are small text files from a website that are stored on your hard drive. These text files make using the Site more convenient by, among other things, saving your passwords and preferences for you. We may analyze the information derived from these cookies and other technological tools we employ (such as clear gifs/web beacons) and match this information with data provided by you or another party. We may provide our analysis and certain information to third parties (who may in turn use this information to provide advertisements tailored to your interests). In some cases this may involve disclosing identifiable information about you. Please note that advertisers that serve advertisements on the Site and third-party content providers that serve content on the Site may also use their own cookies and other technological tools which are subject to the advertisers' or third-party content providers' privacy policies, not this Privacy Policy. If you are concerned about the storage and use of cookies, you may be able to direct your Internet browser to notify you and seek approval

whenever a cookie is being sent to your hard drive. You may also delete a cookie manually from your hard drive through your Internet browser or other programs. Please note, however, that some parts of the Site will not function properly or be available to you if you refuse to accept a cookie or choose to disable the acceptance of cookies.

(3) E-mail Communications: If you send us an e-mail with questions or comments, we may use your personally identifiable information to respond to your questions or comments, and we may save your questions or comments for future reference. For security reasons, we do not recommend that you send non- public personal information, such as passwords, social security numbers, or bank account information, to us by e-mail. However, aside from our reply to such an e-mail, it is not our standard practice to send you e-mail unless you request a particular service or sign up for a feature that involves e-mail communications, it relates to purchases you have made with us (e.g., product updates, customer support, etc.), we are sending you information about our other products and services, or you consented to being contacted by e-mail for a particular purpose. In certain instances, we may provide you with the option to set your preferences for receiving e-mail communications from us; that is, you can agree to receive some communications but not others. You may "opt out" of receiving future commercial e-mail communications from us by following the instructions at the bottom of most e-mails we send, or as provided below; provided, however, we reserve the right to send you transactional e-mails such as customer service communications.

(4) Transfer of Assets: We may share your information with our affiliates, in which case we will require them to honor this policy. As we continue to develop our business, we may sell or purchase assets. In the event of a sale, merger, consolidation, change in control, transfer of substantial assets, reorganization, or liquidation, we may transfer, sell, or assign to third parties information concerning your relationship with us, including, without limitation, personally identifiable information that you provide and other information concerning your relationship with

us.

(5) Other: Notwithstanding anything herein to the contrary, we reserve the right to use IP addresses to identify a visitor or disclose any personally identifiable or non-personal information about you if we believe that such action is necessary to: (i) fulfill a government request; (ii) conform with the requirements of the law or legal process; (iii) protect or defend our legal rights or property, the Site, or other users; (iv) respond to claims that any posting or other content violates the rights of third parties; (v) in an emergency, protect the health and safety of the Site's users or the general public; or (vi) enforce compliance with the Site rules.

(6) Your California Privacy Rights: Residents of the State of California have the right to request from certain business with whom the California resident has an established business relationship a list of all third parties to which the business, during the immediately preceding calendar year, has disclosed certain personally identifiable information for direct marketing purposes. We are only required to respond to a customer request once during any calendar year. To obtain this information you should send a request to info@kaylighting.com with the subject heading "California Privacy Rights." In your request, please attest to the fact that you are a California resident and provide a current California address for our response. Please be aware that not all information sharing is covered by the California Privacy Rights Requirements and only information on covered sharing will be included in our response.

d. Public Forums.

We may offer chat rooms, blogs, message boards, bulletin boards, or similar public forums where you and other users of the Site can communicate. The protections described in this Privacy Policy do not apply when you provide information (including personal information) in connection with your use of these public forums. We may use personally identifiable and non-

personal information about you to identify you with a posting in a public forum. Any information you share in a public forum is public information and may be seen or collected by anyone, including third parties that do not adhere to our Privacy Policy. We are not responsible for events arising from the distribution of any information you choose to publicly post or share through the Site.

e. Wireless Marketing Services.

We may provide you with the opportunity to register for special promotions, services, news, programming, and information delivered via text messaging and other wireless devices such as mobile phones and, in the event we do so, users are required to provide their express consent to receive such information, either by registering on the Site or via their wireless device (or both). We may require you to consent again in a subsequent confirmation message. Such services and promotional opportunities are provided by our third party affiliates. The information requested as part of the online registration process may include your e-mail address or wireless telephone number, but only if specifically requested, and your carrier's name. Additional information may be requested for specific promotions, such as a user's preferences regarding goods or services, choices of music or artists, or other similar survey information. Depending on the promotion, we may also collect an e-mail address or other contact information, and depending on the information collected, you may also be required to confirm your agreement to this Privacy Policy and the Use Terms. If you register for wireless marketing services, you understand and agree that you will be subject to charges by your wireless carrier for all messages sent to you. Standard messaging rates will apply, unless noted otherwise. Under no circumstances will we be responsible for any wireless e-mail or text messaging charges incurred by you or by a person that has access to a your wireless device, telephone number, or e-mail address. You may cancel one or more services via your wireless device at any time by using the unsubscribe mechanism provided by at the time the message is sent, or by sending a text

message that says "UNSUBSCRIBE." We will then terminate your registration for the most recent wireless service sent to you. If you unsubscribe, the service(s) will be terminated immediately and will cancel your previous opt-in. You understand, acknowledge and agree that we may, in our sole discretion and without liability to any user, terminate any offer of any specific wireless marketing service or all wireless marketing services at any time without advance notice. We may provide notice of terminations or changes in services on this Site.

f. Children.

The features, programs, promotions and other aspects of the Site requiring the submission of personally identifiable information are not intended for anyone under 18 years of age. We do not knowingly collect personally identifiable information from children under the age of 13. If you are a parent or guardian of a child under the age of 13 and believe he or she has disclosed personally identifiable information to us please contact us at info@kaylighting.com. A parent or guardian of a child under the age of 13 may review and request deletion of such child's personally identifiable information as well as prohibit the use thereof.

g. Keeping Your Information Secure.

We have implemented security measures to protect against the loss, misuse and alteration of the information under our control, including Secure Sockets Layer (SSL) technology to encrypt the transmission of nonpublic personally identifiable financial and transaction information over the Internet. We also utilize additional security devices such as firewalls, security patches, and anti-virus programs, to protect nonpublic personally identifiable information. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and are not responsible for the theft, destruction, or inadvertent disclosure of your personally

identifiable information. In the unfortunate event that your "personally identifiable information" (as the term or similar terms are defined by any applicable law requiring notice upon a security breach) is compromised, we may notify you by e-mail (at our sole and absolute discretion) to the last e-mail address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal investigation. From time to time we evaluate new technology for protecting information, and when appropriate, we upgrade our information security systems.

h. Other Sites/Links.

The Site may link to or contain links to 3rd Party Sites that Lamp & Shade Works does not control or maintain, such as in connection with purchasing products referenced on the Site and banner advertisements. We are not responsible for the privacy practices employed by any third party website. We encourage you to note when you leave the Site and to read the privacy statements of all third party websites before submitting any personally identifiable information. i.

Contact and Opt-Out Information. You may contact us at customerservice@lampandshadeworks.com if you:

(a) have questions or comments about our Privacy Policy;

(b) wish to make corrections to any personally identifiable information you have provided;

(c) want to opt-out from receiving future commercial correspondence, including e-mails, from us or our affiliates; or

(d) wish to withdraw your consent to sharing your personally identifiable information with others. We will respond to your request and, if applicable and appropriate, make the requested change in our active databases as soon as reasonably practicable. Please note that we may not be able to fulfill certain requests while allowing you access to certain benefits and features of the Site. j. Sole Statement. This Privacy Policy as posted on this Site is the sole statement of our privacy policy with respect to this Site, and no summary, modification, restatement or other version thereof, or other privacy statement or policy, in any form, is valid unless we post a new or revised policy to the Site.

2. INDEMNITY

You agree to indemnify and hold Lamp & Shade Works and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post, transmit, modify or otherwise make available through the Site, your use of the Site and/or Services, your connection to the Site, your violation of the Use Terms, or your violation of any rights of another.

3. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Lamp & Shade Works may establish general practices and limits concerning use of the Site, including without limitation the maximum number of days that e-mail messages, user posts, or other Content will be retained by the Site, the number of e-mail messages that may be sent from or received by a User Account during a designated time period, the maximum size of any e-mail message that may be sent from or received by a User Account, the maximum disk space that will be allotted on our servers on your behalf, the number of times you may access the Site in a designated time period and/or the amount of time

during which you may have access to the Site during any designated time period. You agree that Lamp & Shade Works has no responsibility or liability for the deletion or failure to store any Content or e-mails or other communications that may be maintained or transmitted by the Site. You acknowledge that Lamp & Shade Works reserves the right to log off any account connected to the Site that remains inactive for an extended period of time. You further acknowledge that Lamp & Shade Works reserves the right to modify these general practices and limits from time to time.

4. MODIFICATIONS TO SITE

Lamp & Shade Works reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or Services, in whole or in part, with or without notice to you. You further understand that any such modifications may result in the removal of your User Content or deletion of e-mails or other correspondence hosted by the Site. You agree that Lamp & Shade Works shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or Services (or any parts thereof).

5. TERMINATION

You may terminate your User Account or Student Account, along with your access to the Site, at any time by submitting a termination request to Lamp & Shade Works. You agree that Lamp & Shade Works may terminate your account at any time without any prior notice to you.

Additionally, Lamp & Shade Works may, without prior notice, limit your access to or suspend your User Account, any associated e-mail address, and access to the Site. Causes for suspension or limitation of access may include, but are not be limited to, breaches of the Use Terms, requests by law enforcement, discontinuance or material modification to the Site (or any part thereof), unexpected technical problems, security issues, extended periods of account

inactivity, or fraudulent or illegal activities by you in connection with the Site. Further, you agree that any and all limitations of access, suspensions for cause, or the termination of your User Account are to be made in our sole discretion, and that we shall not be liable to you or any third party for the same.

6. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site, including any payments thereto and/or the delivery of goods or services there from, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and each such advertiser. You agree that Lamp & Shade Works shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site.

7. LINKS

The Site may provide, or third parties may provide, links to other websites or resources, and you agree and acknowledge that we are not responsible for the any activities related there to, including the availability of such external sites or resources. Further, you agree and acknowledge that Lamp & Shade Works does not endorse and is not responsible or liable for any Content, Services, advertising, products or other materials on or available from such websites. You further acknowledge and agree that Lamp & Shade Works shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or Services available on or through any such website or resource.

8. Lamp & Shade Works: PROPRIETARY RIGHTS

a. You acknowledge and agree that the Site, including all and any necessary software used in connection with the Site ("Software"), contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that all Content and other information presented through the Site, including advertisements placed on the Site, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by Lamp & Shade Works or the applicable rights holder (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Site, such Content or the Software, in whole or in part. b. You agree that all of Lamp & Shade Works trademarks, trade names, service marks and other Lamp & Shade Works logos and brand features, and product and service names are trademarks and the property of Lamp & Shade Works.

9. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: A. YOUR USE OF THE SITE AND SOFTWARE ARE AT YOUR SOLE RISK. THE SITE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Lamp & Shade Works AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. B. Lamp & Shade Works AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SITE, SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE SITE, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE

RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SOFTWARE OR SERVICES WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY CONTENT, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, SOFTWARE OR SERVICES WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE, SOFTWARE OR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Lamp & Shade Works OR THROUGH OR FROM THE SITE, SOFTWARE OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE USE TERMS. E. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SITE OR THE Lamp & Shade Works SERVICES. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SITE OR Lamp & Shade Works SERVICES. IMMEDIATELY DISCONTINUE USE OF THE SITE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SITE OR Lamp & Shade Works SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS. F. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL

DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THIS SECTION MAY NOT APPLY TO YOU.

10. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Lamp & Shade Works AND ITS SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, ATTORNEYS, PARENTS, SUBSIDIARIES, AFFILIATES, ASSIGNS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Lamp & Shade Works HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SITE OR THE Lamp & Shade Works SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE Lamp & Shade Works SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE Lamp & Shade Works SERVICE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF Lamp & Shade Works OR ANY OF ITS SUBSIDIARIES, SUCCESSORS, PREDECESSORS, PARENTS, AFFILIATES, OR CONTENT SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, OR LICENSORS OWED TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU ARISING FROM THIS AGREEMENT, ITS TERMINATION OR EXPIRATION, AND/OR YOUR USE OF ANY CONTENT OR SERVICES PROVIDED BY Lamp & Shade Works, EXCEED TEN (10) TIMES THE MONETARY AMOUNT ACTUALLY RECEIVED BY Lamp & Shade Works FOR THE USE OF THE APPLICABLE CONTENT OR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR

THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THIS SECTION 19 MAY NOT APPLY TO YOU.

11. NOTICES

You understand and agree that the Site may include, or that we may send you certain administrative messages or notices, such as changes to the Use Terms, maintenance notices, service change announcements, and updates on affiliate associations, and that because such communications are considered part of the Site membership, it won't be possible for you to opt out of receiving them. These messages and/or notices may be sent in any manner Lamp & Shade Works deems appropriate, in its sole discretion, including by but not limited to e-mail, regular mail, SMS, MMS, text message, postings on the Site, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate these Use Terms by accessing the Site in an unauthorized manner. Your agreement to these Use Terms constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Site in an authorized manner.

12. POLICY CONCERNING MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Lamp & Shade Works respects the intellectual property of others, and we ask our users to do the same. Lamp & Shade Works takes very seriously any claims that any portion of the Content infringes upon the valid intellectual property rights of others. Therefore, in accordance with the guidelines set forth in the Digital Millennium Copyright Act (the "DMCA") and other applicable laws, Lamp & Shade Works will work with owners of copyrights in combating copyright infringements by promptly removing infringing materials from the Site. Additionally, we may, in appropriate circumstances and at our discretion, disable and/or terminate the accounts of users

who may be repeat infringers.

If you believe that your work has been copied in a manner that constitutes infringement of your copyright, or if you believe that your intellectual property rights have been otherwise violated, please provide our Copyright Agent with a notice of infringement with our designated agent:

Lamp & Shade Works

Each notification of infringement must contain the following:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;
- d. your address, telephone number, and e-mail address;
- e. a statement by you that you have a good faith belief that the use in question is not authorized by the copyright owner, its agent, or the law;
- f. a statement made by you, under penalty of perjury, that the information in your notice is accurate, and that you are either the copyright or intellectual property owner or else are

authorized to act on the copyright or intellectual property owner's behalf.

13. GENERAL INFORMATION

a. Entire Agreement. These Use Terms constitute the entire agreement between you and Lamp & Shade Works and governs your use of the Site, superseding any prior version of this Use Terms between you and Lamp & Shade Works with respect to the Site. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Site, affiliate services, third-party content or third-party software.

b. Waiver and Severability of Terms. The failure of Lamp & Shade Works to exercise or enforce any right or provision of the Use Terms shall not constitute a waiver of such right or provision. If any provision of the Use Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Use Terms remain in full force and effect.

c. No Right of Survivorship and Non-Transferability. You agree that your User Account is non-transferable and any rights to your User Account or contents within your User Account terminate upon your death. Upon receipt of a copy of a death certificate, your User Account may be terminated and all contents therein permanently deleted.

d. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Use Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

e. Section Titles. The section titles in these Use Terms are for convenience only and have no

legal or contractual effect.

14. VIOLATIONS

Please report any violations of the Use Terms by others by sending us a detailed e-mail outlining the violations, the date and time of the violation(s) being reported (if known) and the identify of the party engaged in the activities being complained of, addressed to: customerservice@lampandshadeworks.com