

PAINT WRKS RENOVATIONS LLC TERMS OF USE

Last Update: May 16, 2024

Introduction and Acceptance of the Terms of Use

These Terms of Use are entered into by and between You and Paint WRKs. The following Terms of Use, together with any documents they expressly incorporate by reference (collectively, the “Terms”) govern your access to and use of this Website including any content, functionality, and services offered on or through the Website, whether as a guest or a registered user.

Please read these Terms along with our Privacy Policy and Cookie Policy and Disclaimers carefully and in full before using this Website as it contains very important information about your legal rights and obligations, including limitations of your rights and exclusions that may apply to you. These Terms set forth legally binding terms and conditions for the use of the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Paint WRKs and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

By using the Website or by clicking to accept or agree to these Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms and the before-mentioned Policies and Disclaimers, incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Website.

1. Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the conditions specified in the below 'Definitions' section. The following definitions shall have the same meaning regardless of whether they appear in singular or plural.

Definitions

For the purposes of these Terms:

- **Company** (referred to as either “Paint WRKs”, “the Company”, “We”, “Us”, or “Our” in these Terms) refers to Paint WRKs Renovations LLC.
- **You or User(s)** means the individual(s) accessing this Website, the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Website or Site** refers to the following site: www.paintwrksrenovations.com and all of its affiliated pages, Policies, and Disclaimers.
- **Content Standards**

2. Changes to the Terms of Use

We may revise and update these Terms from time to time at our sole discretion. All changes are effective immediately when we post them. However, any changes to the dispute resolution provisions set forth in **Governing Law and Jurisdiction** below will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of the revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if, for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website and
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy and Cookie Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

4. Intellectual Property Rights

This Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by Paint WRKs, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secrets, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide the phrase “Invalid hyperlink URL” with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: contact@paintwrksrenovations.com

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Paint WRKs. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

5. Trademarks

“Paint WRKs Renovations LLC”, the Terms, any registered Paint WRKs trademarks, the Paint WRKs logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Paint WRKs or its affiliates or licensors. You must not use such marks without the prior written permission of Paint WRKs. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

6. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the [Content Standards](#) set out in Section 9.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Paint WRKs, a Paint WRKs employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Paint WRKs or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise, attempt to interfere with the proper working of the Website.

7. User Contributions

The Website may contain chat prompts, message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms.

Any User Contribution you post or provide to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Paint WRKs, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

8. Monitoring and Enforcement; Termination

NOTICE TO NEW JERSEY USERS: If you live in New Jersey, this section does not apply to you.

Notwithstanding any of these Terms, we reserve the right, without notice and in our sole discretion, for any reason or no reason, to terminate your ability to use the Site and to block and prevent future access

to and use of the Site. You agree that we will not be liable for any termination of your use of or access to the Site.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. **YOU WAIVE AND HOLD HARMLESS PAINT WRKS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY PAINT WRKS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER PAINT WRKS OR LAW ENFORCEMENT AUTHORITIES.**

However, we may not undertake to review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

9. Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws, and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy and Cookie Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

10. Reliance on Information Posted

The information presented on or through the Website is made available solely for purposes of offering general information. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Paint WRKs, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of

Paint WRKs. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

11. Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

12. Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy and Cookie Policy. By using the Website, you consent to all actions taken by us concerning your information in compliance with the Privacy Policy.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms.

13. Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking, or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice at our discretion.

14. Links from the Website

If the Website contains links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If

you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

15. Links to Third-Party Websites

The Website may contain links to third-party websites or services and advertisements for third parties (collectively, the "Third Party Sites & Ads"). Such Third-Party Sites & Ads are not under our control, and we are not responsible for any Third-Party Sites & Ads. We provide these Third-Party Sites & Ads only as a convenience and are not responsible for the content, products, or services on or available from those Third-Party Sites & Ads. You acknowledge sole responsibility for and assume all risk arising from your use of Third-Party Sites & Ads.

The inclusion of a hyperlink to Third-Party Sites & Ads does not imply affiliation, endorsement, or adoption by Paint WRKS of the Third-Party Sites & Ads or any information contained therein.

16. Geographic Restrictions

The owner of the Website is based in the State of Texas in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

17. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PAINT WRKS NOR ANY PERSON ASSOCIATED WITH PAINT WRKS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER PAINT WRKS NOR ANYONE ASSOCIATED WITH PAINT WRKS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

PAINT WRKS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL PAINT WRKS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

19. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS PAINT WRKS, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OR YOUR USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, YOUR USER CONTRIBUTIONS, ANY USE OF THE WEBSITE'S CONTENT, SERVICES AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS, OR YOUR USE OF ANY INFORMATION OBTAINED FROM THE WEBSITE.

20. Governing Law and Jurisdiction

All matters relating to the Website and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

21. Dispute Resolution

A. Agreement to Arbitrate and Waiver of Class Actions and Class Arbitrations

The Parties agree that any dispute, claim, or controversy arising out of or relating to our Services, products, maintenance, these Terms, including our privacy policy and cookie policy, or the breach, termination, enforcement, interpretation, or validity thereof or the use of the Services or content available on or through the Site (collectively, "disputes") will be settled by confidential binding arbitration, except that each party retains the right to (i) bring an individual action in small claims court; and (ii) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademark, trade secrets, patents, or other intellectual property rights (the action described in the foregoing clause (ii) an "IP Protection Action"). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in Houston, Texas, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

You acknowledge and agree that both you and Paint WRKs are waiving the right to a trial by jury or to participate as a plaintiff class representative or class member in any purported class action or representative proceeding. Further, unless we both otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive termination of these Terms.

The Parties mutually agree that (i) these Terms memorialize a transaction in interstate commerce; (ii) the Federal Arbitration Act (9 U.S.C. §§ 1, et seq.) governs the interpretation and enforcement of this section; and (iii) this section will survive termination of these Terms.

B. Arbitration Rules

The arbitration will be administered and governed by the Comprehensive or Expedited Arbitration Procedures of Judicial Arbitration and Mediation Services (JAMS), whichever is appropriate and in effect at the time the arbitration is initiated (the "JAMS Procedures"), which are available at <http://www.jamsadr.com> or by calling 1-800-352-5267.

The parties expressly agree that JAMS may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration will be limited to the resolution of individual claims only.

C. Dispute Notice and Arbitration Process

Prior to initiating an arbitration proceeding, you must first send Paint WRKs a written statement setting forth your name, address, and telephone number, the facts giving rise to the dispute, and the relief requested ("Dispute Statement"). The Dispute Statement to Paint WRKs must be emailed to: contact@paintwrksrenovations.com. If we are unable to resolve your claim within thirty (30) days of receipt of the Dispute Statement, then either party desiring to initiate an arbitration must provide the other party with a written Demand for Arbitration as specified in the JAMS Procedures.

The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. Notwithstanding this broad delegation of authority to the JAMS arbitrator, a court may determine the limited question of whether a claim or cause of action is an IP Protection Action.

D. Arbitration Location and Procedure

Unless the Parties otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then (i) the arbitration will be conducted solely based on documents the parties submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary; and (ii) if there is a hearing, you may choose whether to participate in person or by telephone. If your claim exceeds \$10,000, your right to a hearing will be determined by the JAMS Procedures. Subject to the JAMS Procedures, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

E. Arbitrator's Decision

The arbitrator's decision will include the essential findings and conclusions of law upon which the arbitrator based the award. Judgment on the arbitration may be entered in any court having competent jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Disclaimer of Warranties," and "Limitations of Liability" sections above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory and injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Paint WRKs will not seek and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

F. Time Limit for Resolving Disputes

The Parties agree that any cause of action either may have with respect to the Website or our Services, products, and Content must be commenced within one (1) year after the Dispute arises, notwithstanding any statutes of limitations to the contrary. Many states' laws set statutes of limitations that are longer than one (1) year. If you live in a state that has statutes of limitations that are longer than one (1) year, by agreeing to these Terms, you are agreeing to shorten the time you have to bring a claim. This means that if you wait longer than one (1) year to initiate arbitration under this section, you will lose some or all rights you may have to any recovery, including the right to recover damages, in connection with a Dispute.

NOTICE TO NEW JERSEY USERS: If you live in New Jersey, your agreement to this provision shortens the time within which you may bring a Dispute.

The terms of this Dispute Resolution section survive any termination of these Terms.

G. Right to Opt-Out or Reject Future Changes to the Dispute Resolution Section

You may elect to opt out (exclude yourself) from the final, binding, individual arbitration procedure or waiver of class and representative proceedings specified in this section by sending a written message to: contact@paintwrksrenovations.com within thirty (30) days of your first visit to and use of the Site that specifies your (i) name; (ii) mailing address; and (iii) request to be excluded from the final, binding, individual arbitration procedure or waiver of class and representative proceedings specified in this section. In the event you opt out consistent with the procedure set forth above, all other terms and conditions of these Terms will continue to apply. If you do not so opt-out, then the terms of this section will apply.

Notwithstanding the provisions of the "Changes to Terms of Use" section above, if Paint WRKs changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted subsequent changes to the Terms), you may reject any such change by sending Paint WRKs written notice to: contact@paintwrksrenovations.com within thirty (30) days of the date

such change became effective, as indicated in the "Last Updated" date above. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Paint WRKs in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

22. Waiver

No waiver by Paint WRKs of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Paint WRKs to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

23. Severability

If any provision of these Terms or their accompanying Privacy Policy and Cookie Policy or Disclaimers is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

24. Entire Agreement

The Terms, our Privacy Policy and Cookie Policy, and Disclaimers constitute the sole and entire agreement between you and Paint WRKs with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.

25. Contact Information

We welcome your questions, comments, and concerns about these Terms and our accompanying Policies and Disclaimers. You can reach us at:

contact@paintwrksrenovations.com