

## **TERMS OF USE**

Please note that use or perusal of this website or transmittal of information to [www.milzencabinetry.com](http://www.milzencabinetry.com) constitutes your implied consent and agreement to be bound by the terms set forth herein, specifically Milzen Cabinetry's End User License Agreement and Privacy Policy:

### **Milzen Cabinetry End User License Agreement**

This Milzen Cabinetry End-User License Agreement (hereinafter "EULA" or "Agreement," used interchangeably) is a legally binding contractual agreement between you, as either an individual or a single entity, and Milzen Cabinetry, Inc. (hereinafter "Milzen Cabinetry") for use and sharing of personally identifiable information and may include Milzen Cabinetry-branded web links, pages, sites, browsers, code, and related information or intellectual property, Milzen Cabinetry messaging services, including, without limitation, records of telephone calls, electronic messages, real-time, instant or otherwise, private messaging, and any and all related communication services, video services, developer services, mobile services, and any other features, content, or applications offered from time to time by Milzen Cabinetry in connection with Milzen Cabinetry's business (hereinafter collectively "Milzen Cabinetry Services"). Milzen Cabinetry services are available at [www.milzencabinetry.com](http://www.milzencabinetry.com) and all linked pages (hereinafter "Site"), which are owned and operated by Milzen Cabinetry. By using any of the Milzen Cabinetry Services, you, the end user, agree to be bound by the terms of use set forth in this EULA.

#### **ACCEPTANCE OF TERMS**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING MILZEN CABINETRY SERVICES. BY USING MILZEN CABINETRY SERVICES OR SIMPLY ACCESSING THE MILZEN CABINETRY SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS THE MILZEN CABINETRY SITE OR USE THE CONTENT OR ANY SERVICES THEREFROM. MILZEN CABINETRY'S ACCEPTANCE OF YOUR USE IS STRICTLY AND EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS SET FORTH HEREIN. IF THE TERMS AND CONDITIONS ARE CONSIDERED AN OFFER BY MILZEN CABINETRY, THEN THE END USER'S ACCEPTANCE IS UNEQUIVOCALLY LIMITED TO THESE TERMS.

#### **MODIFICATION OF TERMS OF USE**

Milzen Cabinetry reserves the right, at its sole discretion, to modify or replace the Terms of Use and/or this EULA at any time. If the alterations constitute a material change to the Terms of Use, Milzen Cabinetry will notify you via e-mail. What constitutes a "material change" will be determined at Milzen Cabinetry's sole discretion, in good faith and using common sense and reasonably prudent judgment. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Services following such notification constitutes

acceptance of the modified terms and conditions.

## **INTELLECTUAL PROPERTY RIGHTS**

Any and all title and intellectual property rights in and to Milzen Cabinetry services and all derivatives therefrom, including but not limited to the collection, sorting, organization, filing, or listing of personal information, profiles, contact numbers, company names, text, images, photographs, animations, video, audio, music, databases, archival and/or back-up copies, electronic reserves, caching, and related documents or files. This expressly includes any and all recordings, records, or copies made by Milzen Cabinetry as reasonably and foreseeably related to Milzen Cabinetry Services. All title and intellectual property rights in and to the Milzen Cabinetry, Milzen Cabinetry Services, or the Site, is the sole and exclusive property of Milzen Cabinetry and may be protected by applicable copyright or other intellectual property laws and treaties. All rights not expressly granted are hereby reserved by Milzen Cabinetry.

The parties hereto agree and acknowledge that Milzen Cabinetry may track user communications through the Milzen Cabinetry Services provided to the users, log and/or record said communications and information obtained thereof. You, the end user, hereby fully authorize Milzen Cabinetry to log and/or record, and exercise any reasonable use at Milzen Cabinetry's sole discretion of all communications, activity, page views, incoming or outgoing telephone calls made through Milzen Cabinetry Services, resume postings, and all other user information logged or recorded from Milzen Cabinetry Services or the Site. You, the end user, hereby grant a non-exclusive license to Milzen Cabinetry for any intellectual properties created from your use of Milzen Cabinetry, Milzen Cabinetry Services, or the Site and Milzen Cabinetry may exercise any reasonable use over aforesaid intellectual properties at its sole discretion.

## **U.S. EXPORT CONTROLS**

Software or other related or applicable Milzen Cabinetry Services, or available in connection with the Milzen Cabinetry Services is further subject to United States export controls. No goods, services or information thereof may be downloaded from the Site or otherwise exported or re-exported in violation of U.S. export laws. The downloading of software or related applications from Milzen Cabinetry, Milzen Cabinetry Services, or the Site are done so at the user's risk.

## **INDEMNIFICATION**

You, the end user, hereby indemnify and hold harmless Milzen Cabinetry, its shareholders, directors, officers, employees, representatives, contractors, agents, or associates, its parents, subsidiaries, affiliates, customers, vendors or related third parties from any liability, damage or cost, including but not limited to reasonable attorneys fees and cost from any claim or demand made by any third party due to or arising out of your access to Milzen Cabinetry, Milzen Cabinetry Services, or the Site, use of Milzen Cabinetry Services or the Site, Content, violation of the Terms of Use by you, or the infringement by you, or any third party using your account or Milzen Cabinetry login information, of any intellectual property or other right of any person or entity. In the event that Milzen Cabinetry needs to defend a lawsuit or potential lawsuit or settle a claim on your behalf, then Milzen Cabinetry shall be entitled to reasonable attorneys fees from

you. You hereby agree and acknowledge that you shall pay the reasonable attorneys fees of Milzen Cabinetry for any damages, losses, or expenses sustained by Milzen Cabinetry as a result, indirect or direct, foreseeable or unforeseeable, that a court of law holds to be caused, in whole or in part, by you or your use or a third party authorized by you.

Milzen Cabinetry may provide or third parties or affiliates may provide links to other world wide web sites or resources. Milzen Cabinetry has no control over such sites and resources and you, the end user, acknowledge thereto and agree that Milzen Cabinetry shall not be responsible or liable in any way whatsoever for the availability or accuracy or legality of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources, whether as links or appearing on Milzen Cabinetry services or the Site. You further agree and acknowledge that Milzen Cabinetry shall not be responsible or liable, directly or indirectly, in part or in whole, 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 thereof.

You, the end user, use Milzen Cabinetry Services or the Site at your own risk and assume any and all liabilities therefrom.

#### **DISCLAIMER OF WARRANTIES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MILZEN CABINETRY PROVIDES MILZEN CABINETRY SERVICES AND THE SITE AND ANY RELATED SUPPORT SERVICES, IF ANY, AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY, WHEN APPLICABLE, IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMAN-LIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE MILZEN CABINETRY, FIND SERVICES, AND/OR THE SITE, AND ANY AND ALL RELATED MILZEN CABINETRY PRODUCTS OR OTHER SERVICES, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH FIND AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AGENTS, OR ASSOCIATES, OR OTHERWISE ARISING OUT OF THE USE OF THE MILZEN CABINETRY, MILZEN CABINETRY SERVICES, AND THE SITE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO MILZEN CABINETRY, MILZEN CABINETRY SERVICES, THE SITE, AND ANY RELATED SUPPORT SERVICES, IF ANY.

#### **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL MILZEN CABINETRY OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AGENTS, OR ASSOCIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING THAT OF GOOD FAITH OR OF REASONABLE CARE OR DILIGENCE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MILZEN CABINETRY OR ANY OF ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AGENTS, OR ASSOCIATES, EVEN IF MILZEN CABINETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **CHOICE OF LAW**

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without giving effect to that State's or any other jurisdiction's choice of law rules. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than that which it is held to be unenforceable or invalid, shall not be effected thereby, and each such term and provision shall be valid and be enforced to the fullest extent permitted by law.

### **DISPUTE RESOLUTION**

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible.

In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement, if any at all, which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within sixty (60) days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within [time period] after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties

### **SEVERABILITY**

If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

### **ENUREMENT**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

### **NO WAIVER OR CUMULATIVE REMEDIES**

No failure or delay on the part of any undersigned party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

### **DESCRIPTIVE HEADINGS**

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein. Unless the context of this Agreement otherwise requires, references to "hereof," "herein," "hereby," "hereunder" and similar terms shall refer to this entire Agreement.

### **ENTIRE AGREEMENT**

This EULA is the entire agreement between you and Milzen Cabinetry relating to Milzen Cabinetry, Milzen Cabinetry Services, or the Site and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to Milzen Cabinetry, Milzen Cabinetry Services, or the Site.

BY USE OF ANY PART OF THIS SITE, SUBSTANTIAL OR OTHERWISE, DIRECTLY OR INDIRECTLY, YOU HEREBY ACKNOWLEDGE YOUR FULL COOPERATION AND

AGREEMENT TO ALL TERMS HEREIN AND CAUSE THIS AGREEMENT TO BE DULY EXECUTED AND LEGALLY BINDING AND ENFORCEABLE AGAINST YOU.

## **Milzen Cabinetry Privacy Policy**

This Privacy Policy (hereinafter “Policy”) sets forth the practices, use and collection of personally-identifiable information collected by Granite and Marble Expo, Inc., Granite Expo Installation Company, Inc., Milzen Cabinetry Services and the Site. This Policy defines “Milzen Cabinetry Services” as, collectively, Milzen Cabinetry-branded web links, pages, sites, browsers, code, and related information or intellectual property, Milzen Cabinetry messaging services, including, without limitation, records of telephone calls, electronic messages, real-time, instant or otherwise, private messaging, and any and all related communication services, video services, developer services, mobile services, and any other features, content, or applications offered from time to time by Milzen Cabinetry in connection with Milzen Cabinetry’s business; and “the Site” as any Milzen Cabinetry Services available at [www.MilzenCabinetry.net](http://www.MilzenCabinetry.net) and all linked pages. Said personally-identifiable information is collected by Milzen Cabinetry from users in the course of use of Milzen Cabinetry Services and/or the Site, and also during any registration process that may be required from Milzen Cabinetry for access to Milzen Cabinetry Services and/or the Site. Milzen Cabinetry further reserves the right to amend the Policy by posting a revised policy at this URL. If any material changes are made to the Policy with regard to Milzen Cabinetry’s treatment of user’s personally-identifiable information, then Milzen Cabinetry will make reasonable efforts to notify registered users.

### **PERSONALLY-IDENTIFIABLE INFORMATION**

The term “personally-identifiable information” or “personal information” refers to information that would permit someone to identify or contact you, the registered user, such as your full name, address, telephone number, or e-mail address (hereinafter collectively “personally-identifiable information”). You, the user, assume the risk of disclosure of personally-identifiable information with Milzen Cabinetry, and through Milzen Cabinetry Services and the Site, and agree to indemnify and hold harmless Milzen Cabinetry for any and all damages that may arise as a result of your disclosure of personally-identifiable information with Milzen Cabinetry, or through Milzen Cabinetry Services and the Site.

### **BROWSING THE MILZEN CABINETRY SITE**

Milzen Cabinetry reserves the right to collect subscription information on users who browse the Milzen Cabinetry Site, which refers to information the user voluntarily discloses through registration or otherwise, and all other information, which may be collected automatically as users browse the Site, which may under some circumstances include personally-identifiable information.

Milzen Cabinetry reserves the right to collect information about its users through the Site, which Milzen Cabinetry may use to perform statistical analyses of the frequency and sources of page requests, or to provide other analyses as related to Milzen Cabinetry, Milzen Cabinetry Services, or the Site. You, the user, authorize Milzen Cabinetry to collect information on your web-

browsing session with Milzen Cabinetry at the Site, including but not limited to the unique Uniform Resource Locator (URL) of each webpage that you request, the date and time of each page request, the HTTP response code of the page request, the IP address from which each webpage request was made, and any other reasonably or foreseeably related information.

Cookies may be used by Milzen Cabinetry to maintain user sessions, the purpose of which is to provide the user with access to certain areas of the Milzen Cabinetry Site that are available only to authenticated users. Users are free to decline Milzen Cabinetry's cookies if their browsers permit, but should users choose to do so, those restricted areas of the Site may be unavailable to the user and certain other portions of Milzen Cabinetry Services or the Site may not work properly. If and when users permit cookies, or permit Milzen Cabinetry to store its information on the user's hard drive, you, the user, assume all risks thereof and agree to indemnify and hold harmless Milzen Cabinetry for any damages arising therefrom.

## **INFORMATION SECURITY**

Milzen Cabinetry stores all data on its servers located behind its firewall to protect against unauthorized access or compromise of information contained on Milzen Cabinetry servers, including users' personally-identifiable information. Milzen Cabinetry agrees to exercise reasonable care in protecting from unauthorized use or access, but since no security measure is perfect, Milzen Cabinetry cannot guarantee security and users assume all risks that may arise from using Milzen Cabinetry and storing personally-identifiable information with Milzen Cabinetry, Milzen Cabinetry Services, or the Site.

## **THIRD PARTY LINKS**

Any products or services of third parties offered or advertised on the Kovastone Site is subject to its own Terms of Use policies as set forth on the sites of the third parties. The end user indemnifies and holds Kovastone harmless of any claims or potential claims that may arise as a result of the third parties' affiliation with the Kovastone Site.

## **WAIVER OF RIGHTS**

Users hereby waive their rights and claims to compensation, payment, or any form of consideration for Milzen Cabinetry's use of information or records that users share, post, or transmit with Milzen Cabinetry Services or on the Site. Users grant Milzen Cabinetry a non-exclusive perpetual license to use at Milzen Cabinetry's sole discretion any information that users provide, whether intentionally or unintentionally, knowingly or otherwise, through Milzen Cabinetry Services or the Site.

## **USER CONSENT**

By using Milzen Cabinetry Services or the Site, you, the user, hereby consent to the collection and use of any or all of your personally-identifiable information or other information as collected by Milzen Cabinetry.

Policy Last Updated: 01/13/2010