

TERMS OF SERVICE

These Terms of Service (“**Terms**”) are a LEGAL and BINDING AGREEMENT between you and Fabuwood Cabinetry Corp. (“**Fabuwood**”). Please review these Terms fully before you access and/or use Fabuwood’s website, located at <http://www.Fabuwood.com> (“**Website**”) and any of Fabuwood’s social media sites (“**Social Media Sites**”). As used in these Terms, the word “**Sites**” shall include Fabuwood’s Website and Social Media Sites. By accessing and/or using any of Fabuwood’s Sites, you agree to be bound by these Terms. You are also bound to any additional terms, conditions and disclaimers that may be posted with respect to individual sections of any of the Sites. The additional terms and conditions include, without limitation, Fabuwood’s Privacy Policy (the “**Privacy Policy**”) and Fabuwood’s Dealer’s Corner Terms.

If you do not agree to these Terms, you are directed to discontinue accessing and using the Sites. Please note that this or any part of these Terms may be changed or updated by Fabuwood from time to time without prior notice to you. Your continued access or use of the Sites after such changes or updates indicates your acceptance of the Terms as changed or updated. It is your responsibility to review these Terms regularly. These Terms were last updated on May 4, 2016.

Content of the Fabuwood Sites

The Sites, including their operating source codes, are owned and operated by Fabuwood. All of the information and content that is featured, displayed, or contained on any of Fabuwood’s Sites, such as posts and narratives, software codes, and all other information in any and every format now existing or that may be created in the future, including without limitation text, graphic designs, still images, videos, audio, and multimedia (collectively, the “**Content**”) is owned or licensed by Fabuwood.

The words “**User Content**”, as used in these Terms, refers to Content that you, or any other user of the Sites, posts, submits, or otherwise transmits to any of the Sites.

Your access to and use of Fabuwood’s Sites, all Content and all User Content, and the marketing and sale of products and services of Fabuwood, are also subject to all applicable laws and regulations.

If you are dissatisfied with any of the Content or User Content contained in Fabuwood’s Sites, or with the quality of the products or services marketed and/or sold by Fabuwood, or with these Terms, the Privacy Policy or the Dealer’s Corner Terms, your sole and exclusive remedy is to discontinue accessing and using Fabuwood’s Sites immediately.

Copyright and Trademark Ownership

Fabuwood’s Sites, and all Content contained on Fabuwood’s Sites, are protected by United States copyright and trademark law and other applicable laws. All copyrights and trademarks which are not the property of Fabuwood that are used or referred to in Fabuwood’s Sites are the property of their owners. Unless otherwise indicated therein, nothing contained in Fabuwood’s Sites will be construed as granting any license or any other rights to any copyright, trademark, patent, or other property of Fabuwood or any third party, whether by implication, laches,

estoppel, explicit grant, or otherwise. The Content is proprietary. Any unauthorized use of Content or other materials on Fabuwood's Sites may violate applicable laws, and shall be a violation of these Terms, and may violate the terms of Fabuwood's Social Media Sites.

You are solely responsible for any and all acts and omissions that occur during or relating to your access and/or use of Fabuwood's Sites. You agree not to access or use any of Fabuwood's Sites in any way that is unacceptable or illegal (as determined by Fabuwood in its sole discretion). Specifically and without limitation, you agree not to do any of the following things:

1. Post or transmit material that may be abusive, obscene, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious, or any Content that is unlawful, is intended to be used for any unlawful purpose, is false or misleading, or that actually or potentially infringes the copyright, trademark, patent, trade secret or other right of any person, including Fabuwood.
2. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile, or disassemble any portion of the Sites or their source codes.
3. Remove any copyright, trademark, or other proprietary rights notices contained in Fabuwood's Sites, or embedded in or attached to any Content.
4. Create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication.
5. Post or transmit "spam," unsolicited email or text messages, or any other unsolicited commercial communication.
6. Express or imply that any statements you make are endorsed by Fabuwood.
7. "Hack" or deface any portion of any of Fabuwood's Sites.
8. Interfere with, disrupt, or attempt to gain unauthorized access to other user accounts on any of Fabuwood's Sites or any other computer network.
9. Post or transmit viruses, Trojan horses, worms, defects, date bombs, time bombs, or other items of a destructive nature or any other malicious computer codes, scripts, applications, or programs (collectively, a "**Virus**").
10. Restrict or inhibit any other user from using or accessing any of Fabuwood's Sites.
11. Engage in any other activity deemed by Fabuwood (in its sole discretion) to be in conflict with the spirit or intent of these Terms, the Privacy Policy, the Dealer's Corner Terms, or applicable laws.

12. Reproduce, distribute, modify, sell, license, or re-post any Content on websites or computer networks, other than Fabuwood's Sites.

13. Frame or mirror any portion of any of Fabuwood's Sites on any other website or computer network.

14. Engage in data extraction or data-mining.

15. Transfer or store any Content residing or exchanged over any of Fabuwood's Sites in any electronic network, including without limitation a peer-to-peer network, for use by more than one user.

16. Collect or use any information about other users of any of Fabuwood's Sites, whether the information is personally identifiable or de-identified and aggregated with information concerning other users of the Sites.

By accessing and using any of Fabuwood's Sites, including any User Content that you submit to Fabuwood in connection with same, including without limitation your name, telephone number, email address, or other information, you agree as follows:

- a. You warrant that you own the right to utilize, to license, and to sublicense such User Content.
- b. None of the User Content will be subject to any obligation (whether of confidentiality, attribution, or otherwise) on the part of Fabuwood. Fabuwood shall not be liable whatsoever for any use or disclosure of any such User Content.
- c. You shall maintain any and all copyright or other proprietary notices embedded in or attached to any User Content.
- d. You shall assume full and sole responsibility for any User Content that you post or communications that you make to any of Fabuwood's Sites.
- e. You hereby automatically and immediately assign to Fabuwood an exclusive, royalty-free, worldwide, perpetual license to any and all User Content for any and all purposes.

Copyrights and Copyright Agent

Pursuant to Title 17, United States Code, Section 512, notifications of claimed copyright infringement on any of the Sites should be sent to Fabuwood's designated agent. If you believe that your work has been used in a way that may constitute copyright infringement, you should furnish the following information by notice to Fabuwood's designated agent:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- b. A description of the copyrighted work 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 email address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Fabuwood's designated agent for notice of claims of copyright infringement on any of the Sites is its copyright agent, who may be reached as follows:

By Mail:

Fabuwood Cabinetry Corp.
99 Caven Point Road
Jersey City, NJ 07305
Attn: Copyright Agent

By Email:

info@fabuwood.com

Disclaimer of Warranty; Limitation of Liability

The Sites, and all Content posted on any of the Sites, or delivered to you from, through, or via any of the Sites, is provided to you "as is" and, other than as expressly provided on the Sites including through Fabuwood's 5 Year Limited Warranty, without any warranties of any kind, express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose by Fabuwood or any of its affiliates, principals, partners, employees, agents, or representatives. Fabuwood makes no representations whatsoever about the suitability of the information or Content contained on Fabuwood's Sites for any purpose. You agree and understand that you must evaluate and bear all risks associated with accessing and using any of Fabuwood's Sites, including those risks associated with reliance on the accuracy, thoroughness, or utility of any Content or User Content.

FABUWOOD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS AND SERVICES THAT ARE MARKETED AND SOLD ON OR THROUGH FABUWOOD'S SITES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER

THAN AS EXPRESSLY PROVIDED ON THE SITES INCLUDING THROUGH FABUWOOD'S 5 YEAR LIMITED WARRANTY. You agree that Fabuwood's maximum liability arising from any use of any of Fabuwood's Sites under any circumstances will be limited to U.S. \$100.00. (Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.)

IN NO EVENT WILL FABUWOOD OR ITS PRINCIPALS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER OR LOST OR ANTICIPATED PROFITS RELATED TO ANY INFORMATION OR CONTENT LOCATED ON, OR TRANSMITTED TO, THROUGH, OR FROM FABUWOOD'S SITES; OR FOR ANY PRODUCT OR SERVICE MARKETED OR SOLD ON OR THROUGH FABUWOOD'S SITES; OR FOR YOUR RELIANCE ON ANY INFORMATION, CONTENT OR USER CONTENT THAT IS LOCATED ON, OR TRANSMITTED TO, THROUGH, OR FROM FABUWOOD'S SITES, WHETHER IN AN ACTION BASED ON CONTRACT, NEGLIGENCE, TORT, EQUITY, OR ANY OTHER FORM OF RELIEF OR ACTION, OR WHETHER OR NOT ARISING OUT OF OR IN CONNECTION WITH THE USE OF INFORMATION OR CONTENT AVAILABLE FROM FABUWOOD'S SITES, OR WHETHER OR NOT ALLEGED TO HAVE BEEN CAUSED BY ERRORS OR OMISSIONS IN THE CONTENT OR OTHER INFORMATION CONTAINED WITHIN FABUWOOD'S SITES.

Fabuwood expressly disclaims any responsibility or liability based upon or arising out of a violation of these Terms by any user of Fabuwood's Sites.

Fabuwood is not responsible for any errors or omissions in postings on or submissions to Fabuwood's Sites, including without limitation the Blog, or for any results obtained from the use of such Content, User Content or other information. Under no circumstances shall Fabuwood be liable for any loss or damage caused by your reliance on Content, User Content or other information obtained from or through Fabuwood's Sites. Fabuwood strives to provide accurate information, but makes no claims, promises, representations, or guarantees about the accuracy, completeness, or adequacy of the Content, User Content or other information contained in or linked to or from Fabuwood's Sites. Fabuwood therefore cannot and does not claim, promise, represent, or guarantee that any Content, User Content or other information is appropriate for any particular user.

In no event shall Fabuwood be liable for any damage to your computer hardware, software or network which may occur on account of your access to or use of Fabuwood's Sites, or your downloading of Content or information from Fabuwood's Sites, whether caused by a Virus or otherwise. Information contained on Fabuwood's Sites may contain technical inaccuracies or typographical errors, for which Fabuwood expressly disclaims all liability.

The information contained on Fabuwood's Sites may be changed at any time without any prior notification or obligation.

Fabuwood does not routinely monitor Fabuwood's Sites or any Content, User Content or other information that is posted to its Sites by users. However, Fabuwood reserves the right to monitor Fabuwood's Sites, and to edit, modify, or remove any Content, User Content, or other information that Fabuwood (in its sole discretion) considers to be inappropriate or unlawful. The exercise of such rights will not create an obligation for Fabuwood to monitor, edit, modify, or remove any Content, User Content or other information on its Sites.

Third Party Content

Fabuwood's Sites may provide hyperlinks to other web pages, websites, links, social media sites and platforms, applications, and other resources that are available on the Internet (collectively, the "Third Party Content"). Fabuwood has no control over any Third Party Content that you access or use via such hyperlinks; Fabuwood does not endorse any Third Party Content; Fabuwood is not responsible for any Third Party Content or for the consequences of your access or use of any Third Party Content, or for any content, advertising, products, services, information or other materials on or available from such Third Party Content; and Fabuwood makes no covenants, warranties or representations whatsoever about any of the foregoing. All Third Party Content is provided as a convenience to our users only. Fabuwood does not endorse or accept any responsibility for any Third Party Content or your access or use of such Third Party Content. You acknowledge and agree that Fabuwood shall not be responsible or liable for any damage or loss caused or alleged to have been caused in connection with your use of or reliance on any Third Party Content, or any advertising, products, services, information or other materials that may be available on or through any such Third Party Content. It is your sole responsibility to take any necessary precautions to ensure that any Third Party Content that you may choose to access and use is safe, appropriate and does not contain any inaccuracies, Viruses, or other items of a destructive nature.

Use of Fabuwood's Social Media Sites

Your use of Fabuwood's Social Media Sites shall be subject to all of the following: (1) these Terms; (2) Fabuwood's Privacy Policy; (3) the Dealer's Corner Terms; and (4) the terms of use, privacy policy, and all other applicable terms and conditions for each such social media website and platform in effect at the time.

Dealer's Corner

The Dealer's Corner feature on the Website is being furnished to accommodate the needs and specifications of dealers (the "**Dealers**") who sell Fabuwood's products and services. You are required to apply on the Fabuwood Website in order to become a Fabuwood Dealer. Once you are approved by Fabuwood as a Dealer, you will receive a unique username and password in order to access the Dealer's Corner. The Dealer's Corner contains various terms and disclaimers for Dealers (the "**Dealer's Corner Terms**"), including without limitation the Fabuwood Account Policy, Fabuwood Liability Agreement, Fabuwood Custom Paint & Finish Disclaimer, Fabuwood Freight Disclaimer and Fabuwood's 5 Year Limited Warranty. Fabuwood reserves the right to update, modify, supplement or amend such Dealer's Corner Terms in its sole

discretion from time to time without prior notice. Each Dealer's use of the Dealer's Corner and sale of Fabuwood's products and services shall be governed by: (1) these Terms, (2) the Privacy Policy, and (3) the Dealer's Corner Terms. Each Dealer is solely responsible for its use of the Dealer's Corner. Each Dealer is urged to use its independent judgment to determine if Fabuwood's products and services are suitable for its specific requirements. Information about and descriptions of products and services available that are listed on the Website in the Dealer's Corner may be furnished to Fabuwood by unaffiliated third parties. Fabuwood does not independently verify, and expressly disclaims all responsibility to verify, any or all such information. Each Dealer's use of such information in the Dealer's Corner is at its own risk and each Dealer is solely responsible to verify the accuracy and completeness of such information. Fabuwood does not and cannot guarantee or represent the availability of any of the products and/or services that are listed on the Website. Dealers are responsible to contact Fabuwood to confirm the availability of such products and/or services.

Fabuwood Careers

Users of Fabuwood's Sites may apply for employment with Fabuwood through the Website. When submitting an employment application, information concerning a sales representative position or a similar position through the Website, you are solely responsible to verify the accuracy, truthfulness and completeness of the information that you submit, and you warrant to Fabuwood that all of the information you submit is accurate, true and complete. You further agree and understand that by furnishing such information to Fabuwood via the Website, you are consenting to being contacted by email, telephone, or other means of communications, by Fabuwood or other parties, and Fabuwood expressly disclaims all responsibility for such communications, subject to the terms of the Privacy Policy.

Fabuwood Blog

Fabuwood's Website contains a blog, forum and question and answer section (collectively, the "**Blog**") for users of the Website. The Blog is designed to permit you to share your ideas and opinions. Information on the Blog is provided by Fabuwood's staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with Fabuwood. You acknowledge that a large volume of information is available on Fabuwood's Sites, including on the Blog, and that people participating on the Sites, including on the Blog, may post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading, or deceptive. Fabuwood neither endorses nor is responsible for such messages or statements, or for any opinion, advice, information, or other statement made or displayed on the Sites, including on the Blog, by third parties. The opinions expressed on the Sites, including on the Blog, reflect solely the opinions of the users of the Blog and may not reflect the opinions of Fabuwood. Fabuwood is not responsible for any errors or omissions in postings on the Sites, including on the Blog, for hyperlinks embedded in posts or messages, or for any results obtained from the use of such information. Under no circumstances will Fabuwood be liable for any loss or damage caused by your reliance on information obtained through the Site, including on the Blog.

You acknowledge that due to the immediate nature of the Internet and postings on the Website, Fabuwood may not censor, approve, edit, or endorse information placed on the Sites, including

on the Blog, by its users. Fabuwood cannot (and does not) guarantee that inappropriate material will not be posted on the Sites, including on the Blog.

You understand that by accessing and using the Sites, including the Blog, you may be exposed to Content that may offend you. Your sole and exclusive remedy is to avoid such Content by discontinuing your access and use.

Opinions, comments and other statements expressed by users of the Sites, including on the Blog, are theirs alone, and are not opinions of Fabuwood. Content created by users are the sole responsibility of such users, and their accuracy and completeness are not endorsed or guaranteed by Fabuwood.

Fabuwood does not initiate, edit, modify, select, or designate specific recipients for any messages or other data entered into the Blog or any other part of the Sites, except that Fabuwood (i) may consolidate and edit for clarity any Content posted to the Sites, including on the Blog, and (ii) reserves the right to monitor the Sites, including the Blog and to remove any information that Fabuwood (in its sole discretion) considers to be inappropriate or unlawful. The exercise of such rights will not create an obligation for Fabuwood to monitor, screen, or edit Content on the Sites, including on the Blog, in any way.

Conduct by Users

All users are required to access and use Fabuwood's Sites for lawful purposes only. You agree not to transmit to, from, through, or by means of Fabuwood's Sites any material that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, which encourages criminal conduct, or which may give rise to civil or criminal liability.

Conduct by any user that in the sole judgment of Fabuwood restricts or inhibits any other user from using or enjoying Fabuwood's Sites will not be permitted. Fabuwood reserves the right in its sole discretion to refuse access to Fabuwood's Sites to any user for any reason (including, without limitation, a belief that the user has violated these Terms, the Privacy Policy, the Dealer's Corner Terms, or any applicable laws).

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE FABUWOOD'S SITES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE BY A PERSON, FABUWOOD RESERVES THE RIGHT TO SEEK MONETARY DAMAGES AND ALL OTHER AVAILABLE RELIEF FROM SUCH PERSON TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, defend, and hold harmless Fabuwood and its principals, officers, directors, shareholders, employees, agents, and representatives from and against all losses, expenses, damages, and costs (including reasonable attorneys' and professionals' fees and expenses) resulting from (1) your violation of these Terms and (2) your compliance with, or legal matters associated with or arising out of, any subpoena or legal process that relates to you.

Fabuwood reserves the right to assume, at its sole expense, the exclusive defense and control of any matter that is subject to indemnification by you. In such event, you agree to cooperate fully with Fabuwood in asserting any available defenses and in all other respects, at Fabuwood's request.

Termination

Your access to and use of Fabuwood's Sites is licensed to you, not sold. This license shall immediately and automatically terminate upon your breach of these Terms, without any requirement to give notice thereof to you. In addition, Fabuwood may terminate this license immediately at any time, at will, and for the convenience of Fabuwood. If you do not abide by these Terms, you are not authorized to access or use Fabuwood's Sites.

Disputes

Any and all disputes arising out of, under, or in connection with these Terms (including without limitation, their validity, interpretation, performance, or breach) will be adjudicated exclusively in the United States District Court for the District of New Jersey located in Newark, New Jersey or the state courts located in (or having jurisdiction over) Hudson County, New Jersey. You expressly consent to the exclusive jurisdiction of such courts over you. You expressly waive any claim of *forum non conveniens*. You agree to reimburse Fabuwood for its reasonable legal and professional fees and expenses of instituting or defending a lawsuit against (or by) you. These Terms, and their validity and effect, will be interpreted under and governed by the substantive laws of New York, without regard to principles of conflicts of laws or statutes.

General Provisions

By your acceptance of these Terms and your access and/or use of Fabuwood's Sites, and as a material condition of such access and/or use, you warrant to Fabuwood that you are over the age of eighteen (18) years, or you are otherwise eligible to use and/or purchase Fabuwood's products and/or services, and that you have provided accurate and complete information in all of your communications with Fabuwood (including without limitation your username, password and user profile).

These Terms, and any other rules or terms posted on any of Fabuwood's Sites, constitute the entire agreement between you and Fabuwood, and supersede all previous written or oral agreements between Fabuwood and you. No action or inaction by Fabuwood may be construed as a waiver of these Terms or any part thereof. If any of the provisions of these Terms are held to be unenforceable by a court having competent jurisdiction, the remainder of these Terms will continue in full force and effect.

Copyright © 2016 by Fabuwood Cabinetry Corp. All Content contained in and on Fabuwood's Sites is intellectual property belonging exclusively to Fabuwood and/or their respective owners, and is protected by federal and state copyright and other laws and international laws and treaties. Any copying, republication, redistribution or public performance of the Content is strictly

prohibited. Fabuwood enforces its copyright, trademark, and other legal rights and interests to the maximum extent permitted under the law. All rights of Fabuwood are expressly reserved.