

LIVE WITH IT BY LORA HOBBS: TERMS AND CONDITIONS OF USE

Your use of this web site is governed by these terms and conditions. Please read the following terms of use and conditions carefully before using this web site (LWI SITE). By accessing, using, or placing an order thru the LWI SITE you agree to these terms and conditions.

General

These General Terms and Conditions of Use (TERMS) are entered into by and between you and Live With It by Lora Hobbs (LWI). In consideration of your use of and access to the LWI SITE and the promises and obligations herein, and intending to be legally bound, you and LWI hereby agree as follows: Your access to and use of the LWI SITE is subject to these TERMS, as well as any changes issued by LWI to these Terms, and all applicable laws and regulations. By using the LWI SITE, you also agree to and will be deemed to be bound by these TERMS and any and all store policies and procedures delineated throughout the LWI SITE. If you do not want to be bound by these TERMS store policies and procedures, do not use the LWI SITE.

Changes in Terms

LWI has the right at any time and without prior notice, at its sole discretion, to revise these TERMS or any other store policies or procedures or to impose new terms and conditions, store policies and procedures with respect to access to or use of the LWI SITE. Such revisions and additions will be effective immediately upon notice thereof, which may be given by any means, including but not limited to posting the revised or additional terms and conditions on the LWI SITE.

Termination of Terms

These TERMS are effective until terminated by LWI. LWI may terminate these TERMS without notice and at any time. In the event of termination, you are no longer authorized to access the LWI SITE and the restrictions imposed on you with respect to the Content of the LWI SITE, and the disclaimers, indemnities, and limitations of liabilities set forth in these TERMS shall survive termination. LWI shall also have the right without notice and at any time to terminate the LWI SITE or any portion thereof, or any products or services offered through the LWI SITE, or to terminate any individual's right to access or use the LWI SITE or any portion thereof.

Content

The text, images, photographs, graphics, logos, illustrations, prices, descriptions, data, and other material provided on the LWI SITE, as well as the selection, assembly and arrangement thereof, are referred to collectively as the CONTENT. The CONTENT may contain errors, omissions, or typographical errors or may be out of date. LWI reserves the right to change, delete, or update any CONTENT at any time and without prior notice at its sole discretion. The CONTENT is only provided for informational purposes and is not binding on LWI in any way except to the extent it is specifically indicated to be so. Unless otherwise noted, CONTENT is protected by copyrights, trademarks, service marks, and other proprietary rights that are owned by LWI or by third parties. You may view and use the CONTENT only for your own non-commercial, personal information and for shopping and ordering products and/or services on the LWI SITE and for no other purpose. Except as specifically indicated, LWI does not grant to you or any person any right to use, reproduce, copy, modify, transmit, display, publish, sell, license, create derivative works, publicly perform, or distribute by any means, method, or process whatsoever, now known or hereafter developed, any of the CONTENT on or transmitted through the LWI SITE.

Linked Third Party Sites

Links to other Internet sites operated by third parties do not constitute sponsorship, endorsement, or approval by LWI of the content, policies, or practices of such linked sites. Linked sites are not operated, controlled, or maintained by LWI, and LWI is not responsible for the availability, content, security, policies, or practices of linked sites, including without limitation privacy policies and practices. Links to other sites are provided for your convenience only, and you access them at your own risk.

Prices and Orders

All prices shown on the LWI SITE are indicated in US dollars. LWI reserves the right to restrict shipment or delivery to certain destinations and to determine and assess appropriate shipping and handling fees and applicable sales/use tax. LWI also reserves the right without prior notice to discontinue or change specifications and prices on products and services offered on the LWI SITE without incurring any obligation to you. Products displayed on this Site are available while supplies last. Descriptions of, or references to, products or services on the LWI SITE do not imply endorsement of that product or service, or constitute a warranty by LWI. The receipt by you of an order request confirmation does not constitute LWI's acceptance of an order. Prior to LWI's acceptance of an order, verification of information may be required. Furthermore, LWI reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, at its sole discretion for any reason whatsoever, even after your receipt of an order confirmation from LWI. LWI also reserves the right to limit the order quantity on any item and to refuse service to any customer without prior notification. In the event that a product or service is listed at an incorrect price due to supplier pricing information or typographical or other error, LWI will have the right to refuse or cancel orders placed for the product listed at the incorrect price, regardless of whether the order has been confirmed and your credit card charged. In the event that your credit card has already been charged for the purchase and your order is canceled, LWI will issue a credit to your credit card account in the amount of the incorrect price.

Compliance with Laws

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of the LWI SITE and your purchase and/or use of the products and services on the LWI SITE.

Disclaimer and Limitation of Liability as to the LWI SITE and CONTENT

LWI makes no warranties or representations whatsoever with respect to the LWI SITE, the CONTENT or any linked site or its content, including the availability of any site or the content, information and materials on it or the accuracy, completeness, or timeliness of that content, information and materials. LWI also does not warrant or represent that your access to or use of the LWI SITE or any linked site will be uninterrupted or free of errors or omissions, that defects will be corrected, or that the LWI SITE or any linked site is free of computer viruses or other harmful components. Without limiting the foregoing, all of the CONTENT and information provided on this site is provided to users "as is," with no warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. The "as is" condition of the CONTENT and information is expressly made a condition of any transaction arising through or as a result of the LWI SITE. (Note that some jurisdictions may not allow the exclusion of implied warranties.) Under no circumstances shall LWI, its suppliers and/or vendors and/or respective owners, directors, officers, employees or agents be liable to you or to any third party for any direct, indirect, consequential, incidental, special, or punitive damages, whether in contract or in tort, including negligence, arising in any way out of access to or use of or inability to access or use the LWI SITE, its CONTENT and information or any linked site or its contents, including but not limited to lost profits, business interruption, or loss of programs or other data on computer systems or otherwise, even if LWI is expressly advised of the possibility of such damages.

Disclaimer and Limitation of Liability as to Products and Services

At LWI and/or via the LWI SITE, many products are sold and packaged with the manufacturer's warranty and service information detailing specific terms and conditions. All products and services sold by LWI and/or via the LWI SITE are subject to applicable warranties and representations of their respective manufacturers. Accordingly, LWI makes no representation or warranty with respect to any product or service sold. Except as expressly stated herein, LWI expressly disclaims all warranties, express or implied, of any kind with respect to products and services sold by LWI and/or on the LWI SITE, including but not limited to implied warranties of merchantability and fitness for a particular purpose. (Please note that some jurisdictions may not allow the exclusion of implied warranties.) Under no circumstances shall LWI, its suppliers and/or vendors and/or respective owners, directors, officers, employees or agents be liable to you or to any third party for any indirect, consequential, incidental, special, or punitive damages, including but not limited to lost profits and business interruption, whether in contract or in tort, including negligence, arising in any way from any product or service sold or provided by LWI and/or on the LWI

SITE, even if LWI is expressly advised of the possibility of such damages. In no event shall LWI's potential liability ever exceed the price you paid for the product or service that may be the subject of a claim.

Indemnification

You agree to defend, indemnify, and hold harmless LWI, LWI's suppliers and vendors, and their affiliates and related entities and their respective owners, directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of or relating to your breach of these TERMS or your access to or use of the LWI SITE. The foregoing indemnification obligation shall survive termination of these TERMS, LWI and the LWI SITE and any product or service provided to you arising out of or relating to your use of the LWI SITE.