

Website Terms and Conditions

Urban Living is a website located at UrbanLivingAppliance.com and is owned and operated by CNA International Inc. DBA MC Appliances Corporation. These Website Terms and Conditions are revised as of October 2, 2024.

Welcome to UrbanLivingAppliance.com (the “Website”). Urban Living provides access to the Website to you subject to the following Terms and Conditions. In return for accessing the Website, you agree to be bound by these Terms and Conditions of use without limitation or qualification. This is a legally binding agreement between you (sometimes referred to as “you”, or “your” hereinafter) and Urban Living (sometimes referred to as “we”, “our” or “UrbanLivingAppliance.com” hereinafter). If you do not intend to be legally bound by these Terms and Conditions of use, do not access or use the Website. **Essentially, if you visit the Website, you accept all Terms and Conditions of use. Please read them carefully. If you do not agree to these Terms and Conditions in their entirety, you may not use the Website and should not proceed to use the Service (as defined below).**

We may modify these Terms and Conditions from time to time. If you do not agree to any modifications, you should terminate your use of our Website and its Service. Your continued use of the Website will constitute a binding acceptance by you of these Terms and Conditions, or any subsequent modifications.

Website and Services. The Website provides you with the ability to purchase products (when inventory is available), submit support requests, communicate with Urban Living utilizing the Live Support feature, access to Urban Living’s blog, and other services that may be available in the future (collectively referred to as the “Service”). More specifically, our “Service” includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and any other materials you may view on, access through, or contribute to the Website. The Service includes **all aspects of the Website**, including but not limited to all profiles, tools, and services offered via the Website.

The Service may contain content submitted and/or created by other people and links to third party websites that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any other person or third-party websites. By using our Website and the Service, you expressly relieve us from any and all liability arising from your use of the Website and the Service, including any third-party website.

Services

Products. The website hosts a catalog of residential and commercial household appliances and products (“Product(s)”) where you can review product specifications, locate a retailer for a Product, and/or complete a purchase for the Product. All Product content available through the Website, including but not limited to, photos, dimensions, and specifications, are not guaranteed to be error free. Specifications, pricing, and other Product content are subject to change without notice.

Blog. The Website hosts a variation of blog and textual and visual material, including but not limited, recipes and information related to our Products (the “Blog”). We attempt to be as accurate as possible when collecting and publishing information for the Blog; however, we do not warrant that the information is accurate, up to date, or error free. We also reserve the right, but have no obligation, to monitor any and all existing information within the Blog to ensure its accuracy. Blog posts may contain links to third-party websites that are not owned or operated by Urban Living. We assume no responsibility for the content, privacy policies, practices, or transactions that may occur on these linked third-party websites. Additionally, we are not responsible for any damages or activity that may arise out of use of the information displayed in the Blog, and you do so at your own risk.

Live Support. The Website enables you to receive support, information, and/or troubleshooting information about our Products (“Live Support”). Any information submitted through the Live Support is governed by our Privacy Policy. Some of the information generated in Live Support may be automated or generated by artificial intelligence. You agree to hold Urban Living harmless for any damages or activity arising out of your use of the information in Live Support. Please submit a support request on the Website or contact us at support@UrbanLivingAppliance.com to address specific questions or needs for our Products.

To the fullest extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We will not be liable for any damages of any kind arising from or relating to the use of the Website, our Products, or any of the information contained therein, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages. You agree that we are not liable for any damages claimed as a result of the collection, use, or display of any information contained within the Website.

Service Use Terms

Eligibility. You must be at least 18 years of age to access and use the Service. Any use of the Website or Service is void where prohibited. If you are under age 18, you may not, under any circumstances or for any reason, use the Service. We may, in our sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms and Conditions are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms and Conditions or use of the Service is prohibited or to the extent provision of the Service conflicts with any applicable law, rule, or regulation. Further, the Service is offered only for your use, and not for the use or benefit of any third party. By accessing and using the Website or the Service, you represent and warrant that you have the right, authority and capacity to accept and abide by all of the Terms and Conditions.

Products. We are not responsible for any and all damages caused by use and/or misuse of a Product, failure to follow Product's instruction manual, improper handling, or modifications made to the Product. You should not use the Product for anything other than its intended purpose. Products should not be used by children or left unattended when children are nearby.

Prop 65. Products may expose you to chemicals which are known to the State of California to cause cancer, birth defects, or reproductive harm. For more information, please visit www.p65warnings.ca.gov.

Placing on Order. To place an order for one of our Products through the Website, you must provide us with all required information. This may include, without limitation, your full name, shipping and billing address, date of birth, or payment information including but not limited to your credit card number, card verification number, and expiration date. Purchases may be made by third-party payment service providers that we may make available for your use. We are not responsible or liable for any activities or conduct of third-party service providers, and you agree to hold us harmless and expressly release us from any and all liability arising from or in connection with any products that are offered for sale via the Website. We reserve the right to deny any sales due to Website errors. In the event of a denied sale due to a Website error, you will be notified by phone or email and will receive a refund in full.

Payments and Transactions. We use third party payment service providers to process credit and debit card transactions for your orders. You expressly understand and agree that we shall not be liable for any payments and monetary transactions that occur through your use of the Website. You expressly understand and agree that all payments and monetary transactions are handled by third parties. You agree that

we shall not be liable for any issues regarding financial and monetary transactions between you and any other party. You are responsible for all transactions (one-time, recurring, and refunds) processed through the Website and/or third parties. We are not liable for loss or damage from errant or invalid transactions processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed. You must not process stolen credit cards, or unauthorized credit cards through the Website.

Return Policy. If you are not satisfied with your purchase or Product, you may return the Product within fourteen (14) days from the date of purchase. Products must be unused, in the original packaging, and include Product manuals to qualify for a return. Your right to cancel a purchase only applies to Products that are returned in new condition and have not been used. Urban Living reserves the right to determine if a Product has been used or if it is new condition within its sole discretion. You understand that you will be responsible for any and all shipping costs in connection with the Product return. If you received a damaged Product or an incorrect Product, please return the Product within fourteen (14) days for a replacement. Please contact Urban Living at support@UrbanLivingAppliance.com for additional information and/or to submit a return request.

Refunds. Refunds will be processed to the original form of payment when the purchase was completed, within seven (7) to fourteen (14) days of Urban Living receiving the returned Product and determining that it is eligible for a refund. Shipping costs are not refundable, and the shipping cost will be deducted from your refund.

Notices and Restrictions. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any content you access on or through the Service is or will continue to be maintained or accurate.

The Service may contain content specifically provided by us our partners, or and such content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service.

Use License. Subject to these Terms and Conditions, we grant you with a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) content solely for purposes of using the Service. Use, reproduction, modification, distribution, or storage of any content for other than

purposes of using the Service is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. Your license to use and access the Service and the Content is automatically revoked if you violate these Terms and Conditions in a manner that violates our intellectual property rights. All rights not explicitly granted to you are reserved by us.

Availability of Content. We do not guarantee that any content will be made available on the Website or through the Service. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if we are concerned that you may have violated these Terms and Conditions), or for no reason at all and (ii) to remove or block any content from the Service.

General Permissions and Restrictions for Use of the Service. We hereby grant you permission to access and use the Service as set forth in these Terms and Conditions, provided that: (i) You agree not to distribute in any medium any part of the Service; (ii) You agree not to alter or modify any part of the Service; (iii) You agree not to access the Service through any technology or means other than explicitly authorized means we may designate; (iv) You agree not to use the Service for any of the following commercial uses: (a) the sale of access to the Service; (b) the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or (c) the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing content delivered via the Service; (v) You agree to comply with all applicable laws, and further agree not to violate any applicable laws through use of the Service; and (vi) You agree not to violate any of the Terms and Conditions. **We reserve the right to discontinue any aspect of the Service or terminate your access at any time for any reason.**

Code of Conduct and Further Restrictions on Use of our Service. In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of the Service: (i) the Service, and the trademarks, service marks and logos (“Marks”) on the Service, are owned by or licensed to us, subject to copyright and other intellectual property rights under the law; (ii) content is provided to you AS IS. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content for any other purposes without our prior written consent; (iii) You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (iv) You understand that when using the Service, you will be exposed to content from a variety

of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further agree not to (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Service, that: (a) fails to comply with these Terms and Conditions; (b) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty; (c) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, offensive or is otherwise inappropriate as determined by us in our sole discretion; (d) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); (e) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party; (f) impersonates any person or entity, including any of our employees or representatives; or (g) includes anyone's identification documents or sensitive financial information.

You further shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run any form of auto-responder or "spam" on the Service; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Service; (vii) otherwise take any action in violation of our guidelines and policies; (viii) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service (including without limitation any Applications), except to the limited extent applicable laws specifically prohibit such restriction, (ix) modify, translate, or otherwise create derivative works of any part of the Service, or (x) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws, and regulations.

Termination. We may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. All provisions of these Terms and Conditions which, by their nature, should survive termination shall survive termination, including, without limitation, warranty disclaimers, indemnity, and limitations of liability.

Third Party Services. The Service may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Service. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, information, goods or services available on or through any such website or resource.

Additional Terms

Geographic Scope. While this Website may be viewed internationally and may contain references to the Service not available in all countries, you agree that: (i) the Service shall be deemed solely based in Illinois; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Illinois. We may in our sole discretion limit, deny or create different level of access to you and use of any Service (or any features within the Service).

Electronic Communications. When you visit the Website, contact us through the Website, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically via e-mail or by posting notices on the Website satisfy any legal requirement that such communications be in writing.

Acceptance of Modification of Terms and Conditions. You acknowledge and agree that we may amend any Terms and Conditions at any time by posting the relevant amended and restated Terms and Conditions on the Website. By continuing to use the Service or the Website, you agree that the amended Terms and Conditions will apply to you. No further action will be required by us for your acceptance of the amended Terms and Conditions.

Proprietary Information. The Service contains information, which is proprietary to us and/or our partners. We assert full copyright protection in the Service. Any information posted by us may be protected whether or not it is identified as proprietary to us or our partners. You agree not to modify, copy or distribute any

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Trademarks. We own of the following registered and unregistered trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade

dress, or other indicia of trade origin that appear on this Website, including, without limitation, the following:

Urban Living™

URBANLiving™

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Patents. One or more patents apply to the Website and to the features, products, and the Service accessible via the Website. Nothing contained on the Service should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the foregoing patents, licensed patents, or the patentable inventions contained therein.

Copyright Complaints. We respect the intellectual property rights of others, and we ask you to do the same. The following action may be used to deter suspicious content: removal of content upon receipt of an intellectual property infringement claim from intellectual property right holder. In appropriate circumstances and in our discretion, we may terminate the rights of any visitor to use of the Website (or any part thereof) who infringes the intellectual property rights of others.

If you believe that your work has been copied in a way that constitutes copyright infringement, or if you are aware of someone so infringing on your rights, please provide the following information to the “Copyright Agent” specified below:

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

- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Website;
- Your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, and or the law; and
- 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.

You may send any notices, including notices of copyright infringement under the Digital Millennium Copyright Act to the following addresses:

CNA International Inc. DBA MC Appliance Corporation
940 N Central Avenue
Wood Dale, IL 60191

Please note that this procedure is exclusively for notifying us that your copyrighted materials have been infringed. All intellectual property infringement claims shall be made under penalty of perjury. Intellectual property right holders agree to indemnify and hold us harmless from all claims, causes of action, damages and judgments arising out of any removal of product listings pursuant to intellectual property infringement claims.

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CONSEQUENTIAL DAMAGES. YOU AGREE THAT OUR MAXIMUM LIABILITY TO YOU FOR BREACH OF THIS AGREEMENT, OR FOR ANY OTHER REASON, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR USE OF THE SERVICE, IF ANY.

AS SET FORTH ABOVE, WE ARE NOT LIABLE FOR INFORMATION OR ANY INTERACTIONS, INCLUDING BUT NOT LIMITED TO, THE LEAK OR DISSEMINATION OF ANY PRIVATE INFORMATION OR CONFIDENTIAL FILES, RECORDINGS, ANY CONTENT SHARED THROUGH SCREEN SHARING TECHNOLOGY (OR THROUGH ANY OTHER MEANS), OR ANY HARM CAUSED BY THE RECEIPT, DELIVERY, OR USE OF INFORMATION OR MALICIOUS FILES.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Governing Law. This Service was developed in the United States of America in accordance with and shall be governed by the laws of the State of Illinois, United States of America. By using the Service, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern these Terms and Conditions of use, and any dispute of any sort that might arise between you and us.

Disputes. These Terms and Conditions and all matters arising out of or otherwise relating to these Terms and Conditions shall be governed by the laws in effect in the Illinois, without regard to its conflict of law provisions. You agree that any and all controversies, disputes or claims arising out of your use of the Website, the Service, or these Terms and Conditions shall be exclusively governed and decided by binding arbitration under the Federal Arbitration Act in conformity with the Rules and Procedures as established by the American Arbitration Association. The determination of the arbitrator shall be final and binding (except to the extent there exist grounds for vacation of an award under applicable arbitration statutes). The arbitration shall be presided over by a single impartial independent arbitrator appointed by the AAA. The parties agree that the issue of arbitrability shall also be decided by such arbitrator. Each party shall bear its own costs in any arbitration. The arbitration provision contained herein shall be self-executing and shall remain in full force after expiration or termination of this Agreement. The place of arbitration shall be DuPage County, Illinois.

YOU WAIVE ANY RIGHT TO LITIGATE SUCH CONTROVERSIES, DISPUTES, OR CLAIMS IN A COURT OF LAW, AND WAIVE THE RIGHT TO TRIAL BY JURY. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY AND ALL DISPUTES OVER THE VALIDITY AND ARBITRABILITY OF ANY PART OF THIS AGREEMENT, AND ANY AWARD BY THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY JOINING OUR WEBSITE OR CREATING A FREE PROFILE YOU SPECIFICALLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION OR CLAIM OR COLLECTIVE ACTION OR CLAIM YOU MAY HAVE AGAINST US, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATION OR JOINING ANY CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT OR ANY OTHER PROCEEDING. YOU AGREE THAT ALL CLAIMS BETWEEN YOU AND US WILL BE LITIGATED INDIVIDUALLY AND THAT YOU WILL NOT CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY SUCH CLAIM. IF AT ANY TIME YOU ARE DEEMED A MEMBER OF ANY CLASS CREATED BY ANY COURT OR IN ANY OTHER PROCEEDING, YOU SHALL "OPT OUT" OF SUCH CLASS AT THE FIRST OPPORTUNITY, AND SHOULD ANY THIRD PARTY PURSUE ANY CLAIMS ON YOUR BEHALF YOU SHALL WAIVE YOUR RIGHTS TO ANY SUCH MONETARY RECOVERY.

Severability, Waiver, Assignment, and Merger. If any of these Terms or Conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severed and will not affect the validity and enforceability of any remaining condition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to enforce any right or failure to act with respect to any breach by you under the Terms and Conditions will not constitute a waiver of that right nor a waiver of our right to act with respect to subsequent or similar breaches. We shall have the right to assign the Terms and Conditions (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms and Conditions to any person or entity. You may not assign, in whole or part, the Terms and Conditions to any person or entity. This constitutes the entire agreement between you and us and governs your use of the Website and the Service, superseding any prior written or oral agreements in relation to the same subject matter herein.

Third Notice as to Modification. We reserve the right, in our sole discretion, to change, modify, add to, or remove portions of the Website, Service, and the Terms and Conditions at any time. You should check these Terms and Conditions periodically for changes. By using the Website after we post any changes to the Terms and Conditions, you agree to accept those changes, regardless of whether you have

reviewed them. If you do not agree to these Terms and Conditions, you should not use the Website.