

## **VISITOR AGREEMENT AND TERMS OF USE**

We appreciate your interest in sustainable products and the Ecohome for You website. These "Terms of Use" set forth the terms and conditions that apply to your use of [www.ecohomeforyou.com](http://www.ecohomeforyou.com) (the "Web Site"). By using the Web Site you agree to comply with all of the Terms of Use set forth herein. The right to use the Web Site is personal to you and is not transferable to any other person or entity.

### **Copyrights and Trademarks**

- A. All materials contained on the Web Site are property of Ecohome for You. All rights reserved.
- B. No person is authorized to use, copy or distribute any portion of the Web Site including related graphics.
- C. All pictures and graphics and other trademarks and/or service marks (including logos and designs) found on the Web Site are trademarks/service marks that identify Ecohome for You and the goods and/or services provided by Ecohome for You. Such marks may not be used under any circumstances without the prior written authorization of Ecohome for You.

### **Links to Third-Party Web Site**

Ecohome for You may provide hyperlinks to third-party web sites as a convenience to users of the Web Site. Ecohome for You does not control third-party web sites and is not responsible for the contents of any linked-to, third-party web sites or any hyperlink in a linked-to web site. Ecohome for You does not endorse, recommend or approve any third-party web site hyperlinked from the Web Site. Ecohome for You will have no liability to any entity for the content or use of the content available through such hyperlink.

### **No Representations or Warranties; Limitations on Liability**

The information and materials on the Web Site could include technical inaccuracies or typographical errors. Changes are periodically made to the information contained herein. **PRODUCT REFERENCES ARE MADE FOR THE VISITORS CONVENIENCE. ECOHOME FOR YOU PROVIDES THESE PRODUCT LISTINGS BASED ON OUR KNOWLEDGE OF THEIR USE AND REPUTATION. ECOHOME FOR YOU DOES NOT WARRANT OR GUARANTEE ANY OF THE PRODUCTS FOUND ON AND THROUGH THE WEB SITE. ALL PRODUCT RECOMMENDATIONS ARE MADE FOR THE CONVENIENCE OF THE VISITOR, AND ECOHOME FOR YOU WILL NOT BE HELD LIABLE FOR ANY PRODUCT DEFECT OR DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE PRODUCT.**

## **Arbitration**

In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred for arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration and legal fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. The prevailing party may be reimbursed for these fees. The jurisdiction is to remain in Marin County, CA.

## **Changes to These Terms of Use**

Ecohome for You reserves the right to change these Terms of Use at any time by posting new Terms of Use at this location. You can send e-mail to Ecohome for You with any questions relating to these Terms of Use at [info@ecohomeforyou.com](mailto:info@ecohomeforyou.com).