



Terms of Service

FurnishWEB provides services to you and allows you to access the FurnishWEB system subject to the following Terms of Service, which apply to your use of www.FurnishWEB.com and the services provided on www.FurnishWEB.com. By utilizing this website and by participating in the website's services, you agree to comply with these Terms of Service. If you do not agree to these terms please cease all use of the website.

Services. Our website provides an online ability to sell/purchase furniture and track orders via the internet. Our service, which is completely internet based, does not require any special software. You, as the manufacturer, sales rep, or dealer utilizing FurnishWEB, are solely responsible for your data and its use. We serve only as a conduit between you. We anticipate adding new services to the website from time to time and those services will be subject to these Terms of Services.

Account Terms. To create and maintain your account, you are responsible for providing your full legal name a current email address, and all other information required during the sign-up process. You are also responsible for providing, upon request, information on all users you authorize to use the website and its services.

Account Security. You are responsible for maintaining the security of your account. You have received a password and an account designation. You are responsible for maintaining the confidentiality of the password and the account. We will not be liable for any damage or loss to your data or your account from your failure to protect your login information, including your password. Manufacturers agree that within the terms of these Terms of Service, they will control who has access to the FurnishWEB application through invitations issued to the services available on the website. Manufacturers will control what permissions the invited users have to the website. We may at any time monitor the access of users to the website and the services to protect the integrity of the website and the services provided on the website. You agree to immediately notify us if you discover any unauthorized use of your password or account.

Account Payment and Access. Your use of the website and services available on the website is directly related to the payment of certain manufacturer fees by the furniture manufacturer that invited you to utilize the websites and its services. Your use of the website may be adversely affected by the manufacturer's failure to pay fees or otherwise abide by the Manufacturer's Terms of Service.

Use of the Website and the Services. You agree that your use of the website and the services offered on the website will be proper and consistent with the intended use of the website and its services. You will not use our website or our services for any illegal or unauthorized purposes. You will not violate any laws in your jurisdiction in your use of the website or of its services, including the copyright and consumer laws. You may not resell the services provided on FurnishWEB without our express written approval.

Responsibility for Data. You are solely responsible for the data you input on our website and for the use of such data. You agree not to upload any data, graphics, text, content or other material that is false, misleading, offensive, or violates the provisions of these Terms of Service. You acknowledge that technical processing and transmission of your data over the website and through the services on the website may be unencrypted over the Internet.

Technical Support. We provide account holders technical support via email (support@FurnishWEB.com). Inquires will be responded to within in one (1) business day.

Privacy Policy. We have adopted a privacy policy which is available on the website.

Modifications. We reserve the right to modify, suspend, or discontinue the website or the services on the website at anytime without notice. We are not liable to you or any third party for the results of any modification, price change, suspension or discontinuance of the service.

Termination. We reserve the right to terminate your use of the website and its services should you violate these Terms of Service or should the manufacturer who invited you to participate in the website and its services violate the Terms of Service. We reserve the right, at our sole discretion, to modify, suspend or terminate your account at any time for any reason. Termination of your account will result in a deletion of all data associated with the account. We reserve the right to refuse service to anyone for any reason at any time.

Copyright and Ownership- FurnishWEB. All right, title and interest in and to the website and the services provided on the website remain our exclusive property. We claim the protection of all copyright, trademark and other laws of the United States of America and any foreign jurisdiction that may apply to our intellectual property rights. We and our suppliers own the intellectual property rights to any and all components of the website and the services on the website. The technical procedures, processes, methods of operation, artwork, user-interface, documentation, and concepts embodied in the website are trade secrets. You may not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile or disassemble any aspect of the website or the services. We own the subscriber data gathered on our website. You agree that you will not resell, duplicate, reproduce or exploit any part of the website or the services offered on the website without our prior written permission.

LIMITATION OF LIABILITY. WE ARE NOT LIABLE IN ANY WAY TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM THE USE OR INABILITY TO USE THE SERVICES OR ANY USER FILES SENT THROUGH, STORED BY, OR DOWNLOADED FROM THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL OUR AGREGGATE LIABILITY FOR ANY CLAIMS ARISING HEREUNDER EXCEED THE AMOUNT PAID BY YOU TO USE THE WEBSITE OR THE SERVICES PROVIDED ON THE WEBSITE.

Indemnity. You agree to indemnify, defend, and hold harmless, us, our officers, directors, employees and agents from and against any claims, liabilities, damages, losses and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in any way connected to (a) your use, access or affiliation with the website or the services provided on the website or (b) your violation of these Terms of Service.

Noncompete Provisions. You agree that the website and the services provide a unique market opportunity for us and you agree that throughout the term of this agreement and a for a period of two (2) years following the termination of your account, you will not develop a service or a product that competes with or is similar to our website and its services without our express prior written consent.

Miscellaneous. We provide our website and its services, "as is." Your use of the website and its services is at your own risk. We make no guarantees regarding your ability or the ability of your invited users to use the website and the services offered on the website or your satisfaction with the website or the services offered on the website. We make no guarantee that the website and the services offered on the website will be available at all times uninterrupted and error-free, that all mathematical calculations will be accurate, or that bugs developed in the website or the services can or will be corrected.

Waiver and Survival. Our failure to enforce a right or condition of these Terms of Service will not constitute a waiver of such right or condition. These Terms of Service constitute the entire agreement between you and us regarding your use of the website or the services provided on the website. The covenants contained in or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be and remain enforceable notwithstanding the expiration or other termination of this Agreement.

Amendments. We reserve the right to update and modify these Terms of Services at any time without notice. If you continue to use this website after such modifications, you will be deemed to have consented to the modifications.

Force Majeure. We are not liable for any damages or penalty for delay in performance or its obligations hereunder or failure to give notice of delay when such delay is due to the elements, acts of God, or any other causes beyond our reasonable control.

Severability. In the event that any provisions of these Terms of Service are held to be unenforceable, the remaining provisions of these Terms of Services will remain in full force and effect.

Notice. We will send all notices to you at the email address we have on file with your account. You may send all notices to us at info@FurnishWEB.com.

Controlling Law and Jurisdiction. These Terms of Service and any action related thereto will be governed by the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. The exclusive jurisdiction and venue of any action with respect to these Terms of Service will be the state and federal courts of the United States of America and the Commonwealth of Virginia located in the City of Roanoke, Virginia. You waive any objection to such jurisdiction and venue.

Any questions about the website or these Terms of Service should be sent to info@FurnishWEB.com