

## Terms Of Use

Elon's Custom Furniture TERMS OF USE

Last updated October 25 , 2016

**IMPORTANT: ALL USERS MUST READ THESE TERMS**

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### GENERAL

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Taxes. At this time, Elon's Custom Furniture only collects taxes from buyers with shipping and/or payment addresses in Hawaii.

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### **Termination**

Either you or Elon's Custom Furniture may terminate these Terms of Use at any time. You may terminate these by ceasing all use of the Site. Elon's Custom Furniture may terminate these by ceasing to offer the Site to you and/or the general public or by sending notification that you can't use the Site. If you have purchased any items from Elon's Custom Furniture prior to termination and such items are either (a) in production or (b) have been shipped to you, you will still be required to remit payment for such items. If you have purchased any items from Elon's Custom Furniture prior to termination and such items are not in production nor have the items been shipped to you, Elon's Custom Furniture will not be required to send such items to you nor shall you be required to pay for them.

### **Miscellaneous**

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**Governing Law; Venue and Jurisdiction.** By using the Site and/or purchasing products from this Site, you agree that the laws of the State of Hawaii, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Elon's Custom Furniture. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Honolulu, Hawaii and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenient with respect to, venue and jurisdiction in the state and federal courts of Hawaii.

**Indemnity.** You agree to indemnify and hold Elon's Custom Furniture, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys fees, arising

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