

The Flooring Gallery – Privacy Policy

Effective Date: January 1, 2022

Welcome to The Flooring Gallery website. The Flooring Gallery (TFG) is a brand under the umbrella of America's Floor Source, LLC ("AFS", "we", "our," or "us"). AFS provides this Privacy Policy to inform you (sometimes referred to as a "visitor," "user," "customer," "you," or "your") about the information that AFS collects about you directly through or from a website and other online or mobile services or applications that AFS links to this Privacy Policy (collectively, the "Website(s)"), or from telephone, facsimile, postal mail, personal delivery, or other additional offline means or media, e.g., you engaging with us on social media or with us or our owners, subsidiaries, affiliates, partners, officers, employees, contractors or subcontractors, vendors, fulfillment and carrier partners or anyone else acting on our behalf in person. This Privacy Policy also explains why we collect this information, how we use it, and when we share it with third parties, and describes the choices you may have regarding the use, access, and correction of information that you provide to us.

By providing us with personal identifiable information (such as your name, physical and mailing address, city, state, Zip Code, home, work or mobile telephone number, payment card information and billing address, and other information required to complete your purchase of Floor Coverings from AFS, Secure User Account login credentials, and other information that you voluntarily provide to AFS in communications or during interactions with us on social media, with us or our owners, subsidiaries, affiliates, partners, officers, employees, contractors or subcontractors, vendors, fulfillment and carrier partners or anyone else acting on our behalf in person, or by email, written correspondence, or during a call (your "Personal Identification Information")), you accept, without limitation or qualification, this Privacy Policy and agree to be bound by this Privacy Policy, including, but not limited to, the Dispute Resolution – Mandatory Arbitration and Class Action Waiver provision. If you do not agree to this Privacy Policy, do not provide us with any Personal Identifiable Information. Acceptance of this Privacy Policy constitutes a binding legal agreement between you and AFS.

Please read our Privacy Policy carefully to get a clear understanding of how we collect, use, protect and otherwise handle your Personal Identifiable Information, and your related choices, rights and responsibilities.

1. Users/COPPA (Children Online Privacy Protection Act).

Individuals under the age of 18 are not eligible to use our Websites. Any user using, visiting, or browsing an AFS Website or providing Personal Identification Information is certifying that he/she is over the age of 18.

By using, visiting, or browsing a Website or providing information on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to this Privacy Policy and our Terms of Use. In that situation, "you" and "your" will refer to both you and that entity.

We are committed to protecting the privacy of children. The Website is not designed or intended to attract individuals under the age of 18, and we do not knowingly collect personal information online from visitors under the age of 18. If you are a parent or guardian and you are aware that your child has violated this Privacy Policy and our Terms of Use and provided us with personal information, please contact us so that we may take steps to remove that information from our servers. If we become aware that we have collected information from children without verification of parental consent, we will take steps to remove that information from our servers.

2. Changes to Our Privacy Policy.

AFS may from time to time update this Privacy Policy for any reason, and AFS expressly reserves the right to change this Privacy Policy and any provision herein. We will notify you of any material changes to this Privacy Policy by posting the new Privacy Policy on www.TheFlooringGallery.com and by changing the "Effective Date" at the top. You are bound by any such revisions and should therefore periodically visit www.TheFlooringGallery.com to determine the then current Privacy Policy to learn of any revisions.

If the changes may have a fundamental impact on the nature of our processing activities or may otherwise substantially impact you, we may provide notice to you via email if you have provided an email address to us. You are responsible for making sure that we have your current email address.

If you have any questions, please contact AFS at privacy@AmericasFloorSource.com.

3. Information Collection.

Our Website can be used without revealing Personal Identifiable Information. To use certain Website features, you may be required to provide Personal Identification Information. You may also provide us with your Personal Identification Information by telephone, facsimile, postal mail, email, or other additional offline means or media, e.g., engaging with us on social media, engaging with us or our owners, subsidiaries, affiliates, partners, officers, employees, contractors or subcontractors, vendors, fulfillment and carrier partners or anyone else acting on our behalf in person, by email or other written correspondence, or during a call, or with us while you are visiting an AFS Store Location.

Except when payment card information is provided by you directly to an AFS employee, AFS does not retain a copy of any payment card information or have access to this information once a transaction is completed. All payment card transactions with AFS are processed through our gateway provider and are not stored or processed on an AFS server. The processing of those transactions is governed by the payment processors' privacy policy and security practices.

AFS DOES NOT TYPICALLY DO BUSINESS OUTSIDE OF THE STATES IN WHICH IT HAS AN AFS STORE LOCATION OR DELIVER FLOOR COVERINGS TO A LOCATION THAT IS NOT WITHIN 60 MILES OF AN AFS STORE LOCATION (THE "DELIVERY AREA"). EVEN THOUGH AFS DOES NOT ENGAGE IN ADVERTISING TARGETED BEYOND ITS DELIVERY AREA, OCCASIONALLY, AFS WILL MAKE AN EXCEPTION AND DELIVER FLOOR COVERINGS BEYOND THE DELIVERY AREA. LIKEWISE, OCCASIONALLY, INDIVIDUALS WHO RESIDE OUTSIDE OF THE DELIVERY AREA WILL PROVIDE PERSONAL IDENTIFICATION INFORMATION TO AFS IN PERSON OR THROUGH A WEBSITE, INCLUDING SIGNING UP TO RECEIVE EMAILS AND SETTING UP A SECURE USER ACCOUNT. TYPICALLY ANY PURCHASE TRANSACTION THAT OCCURS BETWEEN ONE OR MORE OF THESE INDIVIDUALS AND AFS, IF ANY, WILL OCCUR AT ONE OF AFS'S STORE LOCATIONS AND NOT VIA A WEBSITE. To see a list of TFG locations please visit www.TheFlooringGallery.com/locations.

AFS may obtain from our order fulfillment and carrier partners, or others acting on AFS's behalf, Personal Identification Information that you provide directly to them in connection of their provision of services on AFS's behalf. This could include your delivery address, your home, work or mobile telephone number, other information required to complete delivery of your Floor Coverings, or other personal information that you provide to them voluntarily in your communications or interactions with them, including, but not limited to information about your residence to assist them in completing the delivery of your Floor Coverings.

If you actively communicate about or with us on social media, we may collect a copy of your communication. In order to enable us to do so, we contract with third parties for the provisioning of social listening services. Any information you post or disclose on social media is public and may be available to other users and the general public. Also, if you disclose any Personal Identification Information relating to other people to us or to our order fulfillment and carrier partners, by doing so, you represent that you have the authority to do so and to permit us to use the Personal Identification Information in accordance with this Privacy Policy.

In addition, AFS collects certain information from users of the Websites that does not reasonably identify, relate to, describe, associate with, or link, directly or indirectly, to a particular individual. Such de-identified data ordinarily includes aggregate, summary, or other usage data, and may include, by way of example, statistics regarding total users, information regarding types of Internet browsers used by users, click stream information, and widget usage patterns (collectively, the "Aggregate Information"). AFS does not collect from these third parties information that would enable it to re-identify this information with a particular consumer and AFS has policies and procedures in place to, among other things, safeguard against such a practice if it were possible. AFS also collects de-identified Aggregate Information about users' IP addresses to help diagnose problems with our server and to administer our Website.

4. Changes to Your Personal Identification Information.

You may create an account on a Website with login credentials ("Secure User" and "Secure User Account"). If you are a Secure User, you may log into your Secure User Account and change your Personal Identification Information or you may contact AFS at privacy@AmericasFloorSource.com to request changes to Personal Identification Information you have provided to us. If you are not a Secure User, you may contact AFS at privacy@AmericasFloorSource.com to request changes to Personal Identification Information you have provided to us.

5. Information Use.

AFS may use your Personal Identification Information and Aggregate Information to

- a. personalize your experience with AFS and on a Website, such as remembering your information so that you will not have to re-enter it during your visit or the next time you visit the Website,
- b. deliver the Website and features desired by you,
- c. improve the Website,
- d. enable us to better serve you in responding to your customer service requests and inquiries, and provide customer support to you,
- e. quickly process your transactions,
- f. collect payment from you,
- g. fulfill our contractual obligations to you,
- h. allow you to participate in interactive features on a Website, like an online chat function,
- i. improve, upgrade, and enhance the Website and performance of the Website, including customer survey responses, ratings and reviews,
- j. follow up with you in connection with your use of our Website and services,
- k. provide customized advertisements, content, and information,
- l. audit related interactions with you, including, but not limited to, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and effectiveness of our marketing activities,
- m. audit compliance with this specification and other standards,
- n. internal research for technological development and demonstration,
- o. send additional information related to Floor Coverings and other products and services we offer, including, but not limited to, new and special order Floor Coverings, products and services,
- p. periodically email you about discounts, special promotions or upcoming events,
- q. alert you to product recalls,
- r. alert you to changes to the Privacy Policy,
- s. alert you to a change of ownership of AFS, in whole or in part,
- t. monitor aggregate usage metrics such as total number of visitors, pages viewed, etc.,
- u. track your entries, submissions, and status in any promotions or other activities,
- v. verify and maintain the quality or safety of the Website, and its services and other related equipment, controlled by AFS,
- w. debug to identify and repair errors that impair the Website's intended functionality,
- x. detect security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecute those responsible for that activity,
- y. comply with other legal obligations, for example, responding to legally binding requests from regulators, law enforcement authorities or other government authorities,

z. exercise our legal rights where necessary, for example, to detect, prevent, and respond to fraud, violations of law, or intellectual property infringement, and

aa. any other purposes disclosed to you at the time AFS collects your information or pursuant to your consent.

AFS may obtain your consent to collect and use certain types of Personal Identification Information when we are required to do so by law. If AFS asks for your consent and you give it, you may withdraw your consent at any time by contacting us at privacy@AmericasFloorSource.com. AFS will inform you of the consequences of withholding or withdrawing consent when we ask for your consent and if you withdraw your consent.

6. Information Disclosure.

AFS does not sell, rent, trade, or disclose Personal Identification Information collected from its customers to third parties for their own direct marketing use, and expressly prohibits any third parties with which it shares such information from retaining, using, or disclosing this information for any purpose other than providing AFS with the contracted for services, including prohibiting them from selling this information and retaining, using, or disclosing this information for any other purposes. AFS expressly reserves the right to change this part of our Privacy Policy and, if we do, AFS will post a revised Privacy Policy with a new Effective Date and we may also provide additional notice to you if you have provided an email address to us. You are responsible for making sure that we have your current email address by updating your Secure User Account profile with us or by contacting us at privacy@AmericasFloorSource.com.

AFS may sell or disclose your Personal Identification Information to any third party that purchases, or to which we transfer, all or substantially all of our assets and business or merge with at some future date. Should such a transaction occur, we may transfer your Personal Identification Information to a third party as part of that transaction. Should such a transaction occur and the Privacy Policy changes, either we or the acquiring company will post a revised Privacy Policy with a new Effective Date and, if there will be a material change to the Privacy Policy, AFS may also provide additional notice to you if you have provided an email address to us. You are responsible for making sure that we have your current email address by updating your Secure User Account profile with us or by contacting us at privacy@AmericasFloorSource.com.

AFS may employ or engage other companies and individuals to perform business functions on our behalf. These persons may be provided Personal Identification Information or Aggregate Information required to perform their functions. AFS expressly prohibits in its contracts with third parties their retention, use, or disclosure of information shared by AFS for any purpose other than providing AFS with the contracted for services, including prohibiting them from selling this information and retaining, using, or disclosing this information for any other purposes. These persons may engage in a variety of functions, including, but not limited to, analyzing data, providing marketing assistance, improving website design, performance, and functionality, providing legal or customer services, and other functions that we reasonably deem necessary for the further development of the functionality and usefulness of the Website. Other service providers will assist us with order fulfillment, including, but not limited to, processing payments, delivering Floor Coverings to you, and supporting customer survey and warranty-related activities.

AFS may disclose your Personal Identification Information or Aggregate Information if we reasonably believe we are required to do so by law, regulation or other government authority or to protect our rights and property or the rights and property of the public. AFS may use third parties to assist it to investigate, protect against and help prosecute individuals responsible for malicious, deceptive, fraudulent, or illegal activity involving or affecting AFS, a Website, our services, our products or our customers. This may include disclosures to law enforcement, prosecutors, and other entities to investigate potential criminal activity and other civil violations. AFS may also use third parties to assist it to comply with applicable laws, in response to a lawful and enforceable request by a law enforcement, judicial, or other public authority, or in connection with an applicable legal obligation or to protect our rights and property or the rights and property of the public.

AFS may disclose Aggregate Information to advertisers and other third parties for their research marketing, promotional, and marketing analysis purposes, such as trends or how many users clicked on a particular offer. This Aggregate Information may be shared with and used by third parties to help AFS and our suppliers and carriers to better understand and serve our customers.

7. Cookie Policy.

"Cookies" are small pieces of information that are stored by your browser on your computer's hard drive. Cookies enable our systems to recognize your browser as you ("Cookies and Tracking Technologies"). AFS's Website uses cookies to help us identify and track visitors, their usage of a Website, and their Website access preferences, and AFS either directly or through a third party collects your IP address, device ID information, ISP provider, browser type, and the actions you take on our Website. Our cookies only collect Personal Identification Information when you are logged into your Secure User Account on a Website.

The "help" portion of the toolbar on the majority of browsers will direct you on how to prevent your browser from accepting new cookies, how to command the browser to tell you when you receive a new cookie, or how to fully disable cookies. If users disable cookies in their browser, some features will be disabled and may not function properly, including features that make your site experience more efficient and you will not be able to log in to the Website.

The following table describes the categories of cookies we use and why we use them:

TYPE OF COOKIE [PURPOSE]	WHAT THESE COOKIES DO	HOW TO EXERCISE YOUR COOKIE CHOICES
ESSENTIAL WEBSITE COOKIES	THESE COOKIES ARE NECESSARY TO PROVIDE YOU SOME OF A WEBSITE'S FEATURES, SUCH AS REMEMBERING YOUR ACTIVITIES ON THE WEBSITE.	YOU CAN CONTROL AND DELETE THESE COOKIES THROUGH YOUR WEB BROWSER SETTINGS. HOWEVER, IF YOU CHOOSE TO DO SO, THEN YOU WILL NOT BE ABLE TO USE THE FULL FUNCTIONALITY OF THE WEBSITE.
PREFERENCE COOKIES	WE USE PREFERENCE COOKIES TO REMEMBER YOUR PREFERENCES AND VARIOUS SETTINGS.	PREFERENCE COOKIES ARE FIRST PARTY COOKIES THAT REMAIN ON YOUR COMPUTER OR DEVICE UNTIL YOU DELETE THEM OR THEY ARE OTHERWISE REMOVED UPON EXPIRATION.
ANALYTICS COOKIES	WE MAY USE A THIRD PARTY TO COLLECT INFORMATION ON HOW THE WEBSITE IS USED AND TO REPORT ON THE WEBSITE USAGE STATISTICS.	IF YOU DO NOT WISH FOR AFS TO USE ANALYTICS COOKIES, PLEASE CONTACT AFS AT PRIVACY@AMERICASFLOORSOURCE.COM .

SESSION COOKIES	AFS MAY USE SESSION COOKIES TO GRANT OUR USERS ACCESS TO CONTENT AND TO ENABLE ACTIONS SUCH AS REMEMBERING INFORMATION AS YOU ARE ENTERING IT.	THESE TEMPORARY COOKIES EXPIRE AND ARE AUTOMATICALLY ERASED WHENEVER YOU CLOSE YOUR BROWSER WINDOW.
THIRD-PARTY COOKIES	AFS PERMITS THIRD-PARTY SERVICE PROVIDERS TO PLACE COOKIES THROUGH OUR WEBSITES TO PROVIDE US WITH BETTER INSIGHTS INTO THE USE OF OUR WEBSITES OR USER DEMOGRAPHICS OR TO PROVIDE RELEVANT SERVICES TO YOU. THESE THIRD PARTIES MAY COLLECT INFORMATION ABOUT A USER'S ONLINE ACTIVITIES OVER TIME AND ACROSS DIFFERENT WEBSITES WHEN SHE/HE USES A WEBSITE. SUCH A TOOL MAY GENERATE A COOKIE TO CAPTURE INFORMATION ABOUT YOUR USE OF A WEBSITE WHICH THE THIRD-PARTY PROVIDER USES TO COMPILE REPORTS ON WEBSITE ACTIVITY FOR US AND TO PROVIDE OTHER RELATED SERVICES. THE THIRD-PARTY PROVIDER MAY USE A PORTION OF YOUR IP ADDRESS TO IDENTIFY ITS COOKIE. ADDITIONALLY, SOME COMPANIES MAY USE INFORMATION COLLECTED TO DELIVER TARGETED ADS ON BEHALF OF US OR OTHER COMPANIES, INCLUDING ON OTHER WEBSITES OR ONLINE SERVICES.	WE DO NOT CONTROL THE USE OF THIRD-PARTY COOKIES OR THE RESULTING INFORMATION, AND WE ARE NOT RESPONSIBLE FOR ANY ACTIONS OR POLICIES OF SUCH THIRD PARTIES.
PIXEL TAGS, WEB BEACONS, AND TRANSPARENT GIFS	PIXEL TAGS AND WEB BEACONS ARE TINY GRAPHIC IMAGES PLACED ON WEBSITE PAGES OR IN OUR EMAILS THAT ALLOW US TO DETERMINE WHETHER YOU HAVE PERFORMED A SPECIFIC ACTION. WHEN YOU ACCESS THESE PAGES OR OPEN OR CLICK AN EMAIL, THE PIXEL TAGS AND WEB BEACONS GENERATE A NOTICE OF THAT ACTION. THESE TOOLS ALLOW US TO MEASURE RESPONSE TO OUR COMMUNICATIONS AND IMPROVE OUR WEB PAGES.	YOU CAN CONTROL AND DELETE THESE COOKIES THROUGH YOUR WEB BROWSER OR MOBILE DEVICE SETTINGS. HOWEVER, IF YOU CHOOSE TO DO SO, THEN YOU WILL NOT BE ABLE TO USE THE FULL FUNCTIONALITY OF THE WEBSITE.

AFS uses Google Analytics, a remarketing technology, to allow AFS to reach out to you after you have left a Website by storing a cookie in your browser. If you do not wish for AFS to utilize this technology or you have any other questions about AFS's Cookie Policy, please contact AFS at privacy@AmericasFloorSource.com. Google utilizes the data collected to track and examine the use of a Website, to prepare reports on its activities and share them with other Google services.

Google may use the data collected to contextualize and personalize the ads of its own advertising network. In connection with using Google Analytics we have implemented the following:

- a. Google Display Network Impression Reporting
- b. Demographics and Interests Reporting

Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add on.

8. "Do Not Track" Browser Settings.

AFS does not use technology that recognizes a "do-not-track" signal from your web browser, because we do not track users other than for aggregate statistical purposes. Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

We may track your online activities over time and across third-party Website or online services using exclusively Aggregate Information. Third parties may collect data that relates to you. We cannot control third parties' responses to do-not-track signals or other such mechanisms. Third parties' use of data relating to you and responsiveness to do-not-track signals is governed by their respective privacy policies.

9. Opting Out of Communications.

If you have subscribed to or are otherwise receiving emails from AFS and no longer want to receive such emails in the future, you may opt-out of receiving these emails by clicking the "unsubscribe" link at the bottom of any of the emails you have received. Please allow ample time for us to process your request. If you are having difficulty unsubscribing, please contact AFS at privacy@AmericasFloorSource.com.

Even if you opt-out of receiving emails, you may still receive emails from AFS related to your interactions with us (such as confirmation of a registration or form submission) or otherwise as required by law. Also note that we may need to keep Personal Identification Information we have collected about you to respect your decision to opt-out, for record-keeping, research and other purposes.

If you have subscribed to or are otherwise receiving direct mail from AFS and no longer want to receive such communications in the future, you may opt-out of receiving these communications by contacting AFS at privacy@AmericasFloorService.com.

10. Mergers/Acquisition.

For the purpose of developing and expanding our business, we may share, rent, sell or buy business assets. Should such a sale or transfer occur, customers' Personal Identification Information is generally one of the transferred business assets. Also, in the event AFS or its assets are acquired in a merger or other similar transaction, customers' Personal Identification Information will very likely be one of the transferred assets. As explained above, if such a sale, transfer, or merger occurs, and the Privacy Policy changes, either AFS or the acquiring company will post a revised Privacy Policy with a new Effective Date, and you may receive additional notice if you have provided an email address to us. You are responsible for making sure that we have your current email address.

11. Security.

AFS endeavors to protect our customer's Personal Identification Information and to maintain the quality and integrity of this data. This includes scanning our Website on a regular basis for security holes and vulnerabilities in order to make your use of a Website as safe as possible.

Your Personal Identification Information is maintained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems. We implement a variety of security measures when a user places an order, enters, submits, or accesses their information to maintain the safety of your Personal Identification Information. To achieve information security and quality, we implement appropriate measures and processes, such as using encryption to the extent we transmit certain sensitive information.

Please be aware that, although we endeavor to provide reasonable security for information in our possession and control, no security system can prevent all potential security breaches, and we bear no liability for uses or disclosures of personal data or non-personal data due to no fault of ours including, but not limited to, errors in transmission and unauthorized acts of our staff and/or third parties or any unauthorized access to your Secure User Account on a Website due to third parties collection of your username and password from you.

All financial transactions are processed through our gateway provider and are not stored or processed on our servers, including transactions at an AFS Store Location or via a Website. The processing of those transactions is governed by the payment processors' privacy policy and security practices. AFS is not responsible for the third-party payment processors' data security practices.

AFS will keep your Personal Identification Information for as long as we have a relationship with you. Once our relationship with you has come to an end, AFS reserves the right to retain your Personal Identification Information for a period of time that enables us to:

- a. maintain business records for analysis and/or audit purposes,
- b. comply with record retention requirements under the law,
- c. defend or bring any existing or potential legal claims,
- d. deal with any complaints regarding the services,
- e. enforce our contractual obligations, and
- f. respond to any inquiries from a law enforcement agency.

AFS may delete your Personal Identification Information when it is no longer required for any these purposes.

12. Your California Privacy Rights.

Under California law, including, but not limited to the California Consumer Privacy Act, California residents have rights to access, delete, or otherwise control covered businesses' use, collection, and/or disclosure of their personal identification information. These rights include:

a. Right to Access/Disclosure. California residents have the right to have access to their personal identification information by submitting a verifiable request, free of charge, to a covered business.

b. Disclosure of Direct Marketers. California residents have the right to have access to their personal information shared with third parties for their own direct marketing purposes by submitting a verifiable request, free of charge, to a covered business.

c. Collecting, Selling, Sharing, or Disclosing Personal Information. California residents have the right, after the covered business's receipt of a verifiable request, to obtain a list of: (i) the specific pieces of the California resident's personal information held by the covered business; (ii) the categories of the California resident's personal information collected by the covered business, sold to third parties, or disclosed to third parties for business purposes; (iii) the categories of the California resident's personal information sold within the last 12 months; (iv) the categories of the sources from which the California resident's personal information is collected by the covered business; (v) the covered business's business or commercial purpose for collecting or selling the California resident's personal information; and (vi) the categories of third parties with whom the California resident's personal information is shared, sold, or disclosed for a business or commercial purpose by the covered business.

d. Right to Opt-Out of the Sale of Personal Information. Under California Law, California residents have the right to opt-out of the sale of their personal identification information by a covered business under certain circumstances. As confirmed above, AFS does not sell its customers Personal Identification Information.

i. **Right to Deletion / "Right to be Forgotten."** Under California Law, California residents have the right to have their personal identification information deleted under certain circumstances after providing the covered business with a verifiable request.

ii. **Right to Data Portability.** Under California Law, California residents have the right to have their personal identification information directly transferred by the covered business to a third-party processor of the California resident's choice (where technically feasible; may be limited to situations when processing is based on consent).

iii. Right to Non-Discrimination. As defined under relevant California law, California residents have a right to non-discrimination in the services or quality of Services received from a covered business even if they exercise their rights under California law.

Please refer to Submitting a Verifiable Request to AFS, below, for information about exercising any rights that you have under California law. We may ask you to verify your identity before responding to such requests.

e. Right to Correct Information About You. Under California Law, California residents have the right to correct incorrect information about them. Please refer to Submitting a Verifiable Request to AFS, below, for information about exercising any rights that you have under California law. We may ask you to verify your identity before responding to such requests.

f. Submitting a Verifiable Request to AFS. California residents have certain rights to access, delete, or otherwise control the use, collection, and/or disclosure of their personal identification information by a covered business. A covered business is entitled to verify the requesting individual's identity to protect the personal identification information, and ensuring that the personal identification information is not shared with someone impersonating you or someone who is not authorized to act on your behalf.

You may submit a verifiable request to AFS by using the contact feature on www.TheFlooringGallery.com, emailing privacy@AmericasFloorSource.com, writing to 3442 Millennium Court, Columbus, Ohio 43219, or calling 877-237-2317. AFS will ask you to provide information about yourself so that we can verify your identity as part of this process. This information may include your name, Secure User Account user name, and any other information deemed necessary by AFS to reasonably verify your identity, to ensure that your information is not shared with anyone impersonating you. We may ask for additional information if we have difficulty confirming your identity. We will not share your information or honor other requests in those situations in which we are unable to confirm a request for your information is a "verifiable request."

Under California law, a California resident can appoint an "authorized agent" to make certain verifiable requests on their behalf, such as the right to know what information we collect about the consumer or to request deletion of the consumer's information. Because the security and privacy of your information is paramount, we will ask that you identify and provide permission in writing for such persons to act as your authorized agent and exercise your applicable rights under California law in such situations. This may require us to contact you directly and alert you that an individual has claimed to be your agent and is attempting to access or delete your information. We will also independently verify your identity to ensure that an unauthorized person is not attempting to impersonate you and exercise your rights without authorization. We will not share your information or honor any other requests in those situations where you cannot or do not grant permission in writing for an identified authorized agent to act on your behalf, or where we cannot independently verify your identity.

13. Your Nevada Privacy Rights.

Under Nevada Law, Nevada residents may submit an opt-out request regarding the sale of their personally identifiable information collected through a website or online service. As confirmed above, AFS does not sell its customers Personal Identification Information. Even so, you may make a verified request to confirm your opt-out of AFS's sale of your personal information to third parties by submitting an email to privacy@AmericasFloorService.com.

14. Your Virginia Privacy Rights

Under Virginia Law, Virginia residents have the right to:

- a. Confirm whether or not a covered business is processing the consumer's personal data and to access such personal data;
- b. Correct inaccuracies in the consumer's personal data, taking into account the nature of the personal data and the purposes of the processing of the consumer's personal data;
- c. Delete personal data concerning the consumer;
- d. Obtain a copy of the consumer's personal data that the consumer previously provided to the controller in a portable and, to the extent technically feasible, readily usable format that allows the consumer to transmit the data to another business without hindrance, where the processing is carried out by automated means; and
- e. Opt out of the processing of the personal data for purposes of (i) targeted advertising, (ii) the sale of personal data, or (iii) profiling in furtherance of decisions that produce legal or similarly significant effects concerning the consumer.

To exercise your rights, you may make a request to AFS by submitting an email to privacy@AmericasFloorService.com and AFS will honor authenticated requests.

15. Policy Limitation.

AFS may provide links to outside websites. This Privacy Policy applies only to a Website and in no way represents any privacy policy related to information shared with anyone else's website(s). If you elect to share information with an outside website linked through this Website, you should review the other website's privacy policy.

16. AFS's Rights.

Except as provided for in the Dispute Resolution – Mandatory Arbitration and Class Action Waiver provision herein, to the full extent permissible by applicable law, AFS reserves all rights and remedies available to it in law or equity. Waiver by AFS, or inaction by AFS with respect to your breach of any provision of this Privacy Policy, or failure of AFS to enforce any provision of this Privacy Policy will not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision will remain in full force and effect as written.

17. Limitations on Liability.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, AFS AND EACH OF ITS OWNERS, SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS, VENDORS, FULFILLMENT AND CARRIER PARTNERS, INSURERS, SUCCESSORS, AGENTS, ASSIGNEES, AND TRUSTEE IN BANKRUPTCY (COLLECTIVELY, "AFS") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF A WEBSITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH A WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. AFS DOES NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY. 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 AND WE WILL HONOR THOSE RIGHTS ACCORDING TO APPLICABLE LAW.

IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF AFS SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

18. Indemnity.

To the full extent permissible by applicable law, you agree to indemnify and hold harmless AFS and each of its each of its owners, subsidiaries, affiliates, partners, officers, employees, contractors and subcontractors, vendors, fulfillment and carrier partners, insurers, successors, agents, assignees, and trustee in bankruptcy from any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (a) your breach of any provision of this Privacy Policy; (b) your activities in connection with AFS or a Website; or (c) unsolicited Personal Identification Information you provide to AFS.

19. Consent to Communication.

When you use a Website or send communications to AFS through a Website, you are communicating with AFS electronically using the Personal Identification Information that you provide to us. You consent to receive AFS electronically communications related to your use of a Website and other interactions with AFS. AFS may communicate with you by email, phone, text message, or by posting notices on a Website or on social media. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting information to us, creating a Secure User Account, or otherwise providing us with your email address, postal address or phone number, you are agreeing that we and our authorized agents may contact you at that address or number in a manner consistent with our Privacy Policy and all other applicable terms and conditions, including, but not limited to, AFS's General Terms & Conditions of Sale and Text Messaging Program Terms & Conditions.

20. Dispute Resolution – Mandatory Arbitration and Class Action Waiver.

THIS SECTION REQUIRES THE PARTIES TO ARBITRATE DISPUTES AND LIMITS THE MANNER IN WHICH RELIEF CAN BE SOUGHT BY EITHER PARTY.

a. Informal Efforts to Resolve Dispute. For any dispute with AFS or anyone acting on its behalf, you and anyone acting on your behalf agree to first contact AFS and attempt to resolve the dispute informally, which could include agreeing to participate in mediation.

b. Arbitration Notice. THIS PRIVACY POLICY CONTAINS A BINDING ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO PERSONAL IDENTIFICATION INFORMATION YOU HAVE SHARED WITH AFS MAY BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN A COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.

CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE CLAIMS ON BEHALF OF ANYONE ELSE, I.E., A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

c. Acknowledgment of Binding Arbitration Clause. When you provide AFS with any information, including, but not limited to, Personal Identification Information, you acknowledge that you are giving up the right to litigate "Claims," defined below, if either party elects Arbitration of the Claims pursuant to this clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this binding Arbitration clause. You further acknowledge that you have read this Arbitration provision carefully, agree to its terms, and are providing your Personal Identification Information to AFS voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Privacy Policy and this binding Arbitration clause.

d. Arbitration of Claims. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) your use of a Website for any purpose, (ii) any information, including, but not limited to, any Personal Identification Information provided by you to AFS or to anyone acting on AFS's behalf, (iii) this Privacy Policy, including the validity, enforceability, interpretation, scope, or application of this Privacy Policy and this binding Arbitration provision, (iv) any use or disclosure of your Personal Identification Information by AFS or anyone acting on AFS's behalf, and (v) the unauthorized use or disclosure of your Personal Identification Information by anyone other than AFS (collectively, a "Claim") shall be decided, upon the election of you or AFS (or its owners, subsidiaries, affiliates, partners, officers, employees, contractors and subcontractors, vendors, fulfillment and carrier partners, insurers, successors, agents, assignees, or trustee in bankruptcy), by binding Arbitration pursuant to this Arbitration clause and the applicable rules and procedures of the Arbitration administrator in effect at the time the Claim is filed.

e. The American Arbitration Association ("AAA") shall serve as the Arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an Arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org or by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

f. Other Claims Subject to Arbitration. In addition to Claims brought by either you or AFS, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims made by or against (i) anyone acting on AFS's behalf, including, but not limited to, AFS's owners, subsidiaries, affiliates, partners, officers, employees, contractors and subcontractors, vendors, fulfillment and carrier partners, insurers, successors, agents, assignees, or trustee in bankruptcy, or (ii) anyone acting on your behalf, shall be subject to Arbitration as described herein.

g. Exceptions. Claims that are excluded from this Arbitration provision are actions seeking injunctive relief and disputes related to AFS's intellectual property. You and AFS further agree not to invoke the right to arbitrate any individual Claim that you bring in small claims court or an equivalent court so long as the Claim is pending only in that court and remains pending only in that court (the "Small Claims Court Exception").

h. Individual Claims Only. It is the intent of the parties to require all Claims to be submitted to Arbitration on an individual basis only. Claims subject to this Arbitration provision may not be joined or consolidated in Arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public, or on behalf of any other person, unless otherwise agreed to by you

and AFS in writing. AFS and AFS's owners, subsidiaries, affiliates, partners, officers, employees, contractors and subcontractors, vendors, fulfillment or carrier partners, insurers, successors, agents, assignees, or trustee in bankruptcy are considered as "one person."

i. Arbitration Fees/Deposits. All Arbitration fees and deposits will be governed by AAA's then applicable rules, including, but not limited to, who is responsible for payment of any fees and deposits.

j. Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years' experience or who is a former or retired judge. The Arbitration shall follow the rules and procedures of the Arbitration administrator in effect on the date the Arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the Arbitration administrator and this Arbitration provision, in which case this Arbitration provision shall govern.

Any in-person Arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any Arbitration proceeding. The arbitrator shall only be empowered to grant relief that would be available in court under law or in equity. The arbitrator shall not be empowered to disregard the law to do equity.

At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This Arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

21. Assignment.

You may not assign this Privacy Policy, by operation of law or otherwise, without AFS's prior express written consent. AFS reserves the right to freely assign this Privacy Policy, and the rights and obligations hereunder, to any third party, including, but not limited to, a successor, without notice or consent. Subject to the foregoing, this Privacy Policy will be binding on, inure to the benefit of, and be enforceable against you and your respective heir(s) or successor(s).

22. Limitation of Time to File Claims.

ANY CLAIM YOU MAY HAVE AGAINST AFS OR ITS OWNERS, SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS, VENDORS, FULFILLMENT AND CARRIER PARTNERS, INSURERS, SUCCESSORS, AGENTS, ASSIGNEES, OR TRUSTEE IN BANKRUPTCY THAT IS NOT COMMENCED WITHIN TWELVE (12) MONTHS AFTER THE LATER OF (I) THE ACCRUAL OF; OR (II) AFS'S OR YOUR KNOWLEDGE OF (OR WHEN SUCH PARTY SHOULD HAVE REASONABLY BECOME AWARE OF) THE CLAIM, SHALL BE DEEMED BARRED.

23. Governing Law.

You agree that any dispute in connection with a Website or this Privacy Policy will be governed by the laws of the State of Ohio and the United States of America.

24. Severability.

If any provision of this Privacy Policy is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Privacy Policy will continue in full force and effect.

25. Contact.

America's Floor Source
privacy@americasfloorsource.com
3442 Millennium Court
Columbus, Ohio 43219

877-237-2317

For customer service inquiries, including general questions about a Website or AFS, please contact us at info@AmericasFloorSource.com. AFS does not guarantee that we will receive all such email or other information timely and accurately and shall not be legally obligated to read, act on or respond to any such email or other information. Be aware that Internet email typically is not secure.

26. Identification of Agent to Receive Notification and Elements of Notification of Claimed Copyright or Trademark Infringement.

If you believe that your copyrighted work or trademark has been uploaded, posted or copied to a Website is accessible on such Website in a way that constitutes copyright or trademark infringement, please contact AFS by email at DMCALegal@AmericasFloorSource.com or by regular mail at:

America's Floor Source
3442 Millennium Court
Columbus, Ohio 43219

27. Difficulty Accessing Our Privacy Policy.

Individuals with disabilities who are unable to usefully access this Privacy Policy on a Website may contact us at the above-listed contact information to inquire how they can obtain a copy of our Privacy Policy in another, more easily readable format.