**LOUSYNY**

**TERMS & CONDITIONS**

**Use of Sites**

LousyNY Sites and content are intended solely for personal and non-commercial use by visitors and online shoppers. Any use of any LousyNY Sites or accompanying content other than for personal and non-commercial purposes is prohibited. You agree not to reproduce, publish, transmit, distribute, modify, create derivative works from, or commercially exploit in any way any of the content of any LousyNY Sites. However, you may download, electronically copy and print any of the content of LousyNY Sites for your personal, non-commercial use only. This is a revocable license, not a transfer of title, and is subject to the restrictions that you may not (a) modify the content or use it for any commercial purpose, or any public display, performance, sale or rental, (b) decompile, reverse engineer, or disassemble the content, (c) remove any copyright, trademark registration, or other proprietary notices from the content; or (d) modify or create any derivative work of the content. To the extent you create any derivative works of the content, you assign to LousyNY all of such works upon their creation. You further agree not to access or use any LousyNY Sites in any manner that may be harmful to its operation or content.

**Ownership**

Nothing herein will grant you any right to use the LousyNY name for any purpose. You agree that you will not attempt to register any trademark or domain name using the LousyNY name or confusingly similar names, and you hereby assign LousyNY all rights, title and interest in all such applications and registrations. All goodwill associated with the use of the LousyNY name shall inure to the benefit of LousyNY.

**Information on Our Website**

At LousyNY, we make every attempt to ensure that our information is as accurate and complete as possible. In order to give you the opportunity to view our products in great detail, some products may appear larger or smaller than their actual size in our photographs; and since every computer monitor is set differently, color and size may vary slightly.

**Legal Notices**

Under no circumstances shall LousyNY be liable for any indirect, special, incidental, punitive or consequential damages of any kind, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even if we have been advised of the possibility of such damages. LousyNY’s maximum aggregate liability shall be limited to the purchase price of products sold under the applicable purchase order, less the cost of materials, labor and directly related expenses. If you have any questions, please do not hesitate to contact us at lousyny@gmail.com or dial (347) 897-3328.

**Applicable Law and Venue**

These Terms and Conditions and your use of this site will be governed by and construed in accordance with the laws of the State of New York, USA applicable to agreements made and to be entirely performed within the State of New York, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the state and federal courts located in New York, New York and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of your use of this site, any purchase from this site, or these Terms and Conditions.

**Force Majeure.**

LousyNY will not be liable for delays in delivery or non-delivery in the event of an act-of-god, action by any government or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow-down, failure or delay on the part of LousyNY’s vendors or contractors or any other condition beyond the reasonable control of LousyNY affecting production or delivery.

**Equal Opportunity Employment.**

LousyNY is an equal opportunity employer and does not discriminate against any person on the basis of their race, color, creed, religion, national origin, gender, age or status as a veteran or person with disabilities.

**Dispute Resolution**

Any controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including the Optional Rules for Emergency Measures of Protection), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be conducted before one (1) neutral arbitrator selected by the American Arbitration Association. The place of arbitration shall be New York, New York. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under these Terms of Use, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal’s determination of the merits of the controversy).

**Miscellaneous.**

These Terms and Conditions constitute the entire agreement between the parties and supersede any prior or inconsistent agreements, negotiations, representations and promises, written or oral, regarding the subject matter hereof. These Terms and Conditions shall be interpreted and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. Each party irrevocably consents to the exclusive jurisdiction of the State and Federal courts sitting in New York County, New York. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable for any reason, such determination shall not affect the remainder of this Agreement, and such remainder shall remain in full force and effect. These Terms and Conditions shall apply to all orders placed for LousyNY products and services prior to, as of and following the date hereunder.

**MODIFICATIONS TO THE SERVICE**

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

**Third Party Content**

LousyNY may provide links to web pages and content of third parties ("Third Party Content") as a service to those interested in this information. LousyNY does not monitor or have any control over any Third Party Content or third party Websites. LousyNY does not endorse any Third Party Content and can make no guarantee as to its accuracy or completeness. LousyNY does not represent or warrant the accuracy of any information contained therein, and undertakes no responsibility to update or review any Third Party Content. Users use these links and Third Party Content contained therein at their own risk.

**Submissions**

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding this site, LousyNY, or our products or services that are provided by you to LousyNY are non-confidential and shall become the sole property of LousyNY. LousyNY will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant LousyNY and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the content that you submit, or that you otherwise have the right to submit such content to this site; (b) the content is accurate and not misleading; and (c) use and posting of the content you supply will not violate any rights of or cause injury to any person or entity.

Terms and Conditions updated on June 16, 2019.