# BONGOODS.COM TERMS AND SERVICES

#### PLEASE READ THESE TERMS CAREFULLY

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN ARBITRATION AGREEMENT AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE ARBITRATION AGREEMENT LIMITS BONGOODS, INC.'S LIABILITY TO YOU AND REQUIRES INDIVIDUAL ARBITRATION FOR LEGAL DISPUTES BETWEEN YOU AND BONGOODS, INC.

BonGoods, Inc. ("BonGoods") provides online interior design services, including digital Interior Design Packages (as defined in Section 5), as well as an online platform that enables Clients (as defined below) to: (1) purchase virtual interior design packages; (2) receive professional design guidance and 3D renderings; and (3) locate, contact, and hire Professionals (as defined below) such as contractors, builders, or installers for related services (collectively, "Professional Services").

"Clients" are individuals or companies seeking to obtain Professional Services or interior design concepts from BonGoods or affiliated Professionals, and "Professionals" are independent contractors, designers, or businesses offering design, construction, or installation services to Clients (collectively, "Users").

Your use of the BonGoods website, https://bongoods.com

("Website"), and any associated mobile or desktop applications (collectively, the "BonGoods Platform"), as well as the services, products, or features offered through the Platform (collectively, the "BonGoods Services"), is subject to your compliance with these Terms of Service ("Terms").

Please carefully review these Terms, including the BonGoods Privacy Policy available at https://bongoods.com/privacy-policy

before using the BonGoods Platform or any BonGoods Services.

BonGoods may update or amend these Terms from time to time by posting a revised version at the footer of our website. Any changes will take effect prospectively as of the date indicated in the updated Terms. It is your responsibility to review these Terms periodically for updates or modifications. Continued use of the BonGoods Services after the posting of updated Terms constitutes your acceptance of those changes. If you do not agree to any amendment, you must immediately stop using BonGoods Services.

### 1. BONGOODS SERVICES

BonGoods Inc. ("BonGoods") operates an online platform that connects Clients with professional design resources, tools, and service providers. Through the BonGoods Platform, Clients can:

Purchase digital Interior Design Packages that include virtual design consultations, customized layouts, and 3D photorealistic renderings of their spaces.

Receive curated furniture, décor, fixture, and material selections sourced through BonGoods' Al-driven system and verified vendor network.

Access affiliate product links and order recommendations from third-party retailers and manufacturers; and

Locate and communicate with independent contractors, designers, and installers ("Professionals") for additional project execution and installation services.

BonGoods provides design concepts, visual renderings, and procurement guidance exclusively through digital means. All Professional Services offered by third-party Professionals, including but not limited to delivery, installation, or construction, are performed independently of BonGoods. BonGoods does not employ, supervise, or control Professionals, nor does it guarantee the quality, timing, licensing, or insurance of their work.

Clients understand that BonGoods is not a general contractor or licensed construction company, and that any agreement for installation or construction work is solely between the Client and the selected Professional.

BonGoods may also provide Clients with access to third-party websites or vendors for purchasing furniture, décor, and related products. All transactions with third-party vendors are governed by the vendor's own terms and conditions. BonGoods is not a seller or reseller of physical goods and assumes no responsibility for product availability, pricing, shipping, returns, or warranty issues.

By using the BonGoods Platform, you acknowledge that the digital design services, product recommendations, and renderings provided by BonGoods are for informational and visualization purposes only, and that Clients are responsible for verifying measurements, installation compatibility, and product suitability prior to purchase or construction.

### 2. ELIGIBILITY AND ACCOUNT REGISTRATION

To access certain features of the BonGoods Platform or purchase BonGoods Services, you may be required to create an account. By creating an account or using the BonGoods Platform, you represent and warrant that you:

Are at least 18 years of age or the legal age of majority in your jurisdiction.

Have the full legal authority to enter into and comply with these Terms;

Will provide accurate, current, and complete information during registration and maintain the accuracy of such information at all times; and

Are using the BonGoods Platform for personal, residential, or authorized business purposes only, and not for resale, commercial exploitation, or fraudulent intent.

You are responsible for safeguarding your account credentials and agree not to share or disclose your password to any third party. You are solely responsible for any activities that occur under your account, whether or not authorized by you. If you believe that your account has been compromised or accessed without authorization, you must notify BonGoods immediately at support@bongoods.com.

BonGoods reserves the right to suspend or terminate your account, or restrict access to any portion of the Platform, at any time and for any reason, including but not limited to suspected fraud, violation of these Terms, or misuse of the BonGoods Services.

Registration and use of the BonGoods Platform are void where prohibited by law. By registering for or using the Platform, you agree to comply with all applicable local, state, and federal laws and regulations.

### 3. USER RESPONSIBILITIES AND CONDUCT

By using the BonGoods Platform, you agree to conduct yourself responsibly and lawfully at all times. You acknowledge and agree that you will not:

Use the BonGoods Platform or Services for any unlawful purpose or in violation of any applicable local, state, national, or international law;

Post, upload, or transmit any content that is false, misleading, defamatory, obscene, offensive, or infringing upon the intellectual property or privacy rights of others;

Attempt to interfere with, damage, disable, overburden, or impair the operation or security of the BonGoods Platform or its systems;

Access or attempt to access another User's account, data, or information without authorization;

Use any automated means, scraping tools, bots, or similar technologies to collect data or interact with the BonGoods Platform;

Reverse engineer, decompile, or attempt to extract source code, algorithms, or underlying systems of the BonGoods Platform, including its Al-driven tools;

Misrepresent your identity or affiliation with any person or entity, or submit inaccurate project information, measurements, or images; or

Use the BonGoods Platform to advertise, solicit, or promote third-party services or products not authorized by BonGoods.

You are responsible for ensuring that all information, photos, and materials you provide through the BonGoods Platform—including room photos, measurements, design preferences, and uploaded content—are accurate, complete, and owned by you. By submitting this content, you represent that you have all necessary rights, licenses, and permissions to share it with BonGoods.

BonGoods reserves the right, but is not obligated, to review, remove, or modify any content that violates these Terms or that BonGoods deems inappropriate or harmful to the integrity of its Services or community.

You acknowledge that any project outcomes, renderings, or recommendations produced through the BonGoods Platform depend on the accuracy of the information you provide. BonGoods shall not be liable for any errors, omissions, or discrepancies resulting from incomplete or inaccurate user submissions.

#### 4. PAYMENTS, FEES, AND REFUND POLICY

#### 4.1 Payments and Pricing

BonGoods offers a range of online interior design packages and related services ("Design Packages") that may vary in scope, deliverables, and price. All prices are listed in U.S. dollars and are subject to change without notice. The most current pricing and service descriptions are available on <a href="https://bongoods.com">https://bongoods.com</a>.

Payment for BonGoods Services must be made in full at the time of purchase through the BonGoods Platform using an authorized payment method (such as credit card, debit card, or other payment processors accepted by BonGoods). By submitting payment, you authorize BonGoods and its third-party payment providers to charge your selected payment method for the total purchase amount, including applicable taxes and processing fees.

### 4.2 Design Packages and Deliverables

Upon successful payment, Clients will receive confirmation of their selected Design Package and next steps for submitting photos, measurements, and preferences. BonGoods' digital design process includes concept development, 3D renderings, and curated product recommendations according to the selected package tier.

All design work is delivered digitally through the BonGoods Platform or via email. Clients are responsible for reviewing the deliverables and providing timely feedback when requested to ensure smooth project completion.

### 4.3 No Physical Goods

BonGoods provides digital design and visualization services only. While Clients may receive affiliate product links or recommendations, BonGoods does not sell, warehouse, or ship physical products. All purchases made from third-party vendors are governed by those vendors' terms, conditions, and return policies.

### 4.4 Refund Policy

Because BonGoods services involve personalized design work, renderings, and creative deliverables, all sales are final once work has begun. Refunds are not available after a designer has started a project or any deliverables have been produced.

However, if you wish to cancel before the design process has begun, you may request a refund within 24 hours of purchase by emailing <u>info@bongoods.com</u>.

Approval of refunds prior to design commencement is at the sole discretion of BonGoods.

In cases where technical errors, duplicate payments, or other billing discrepancies occur, BonGoods will review and resolve such issues promptly.

#### 4.5 Taxes

All fees are exclusive of applicable taxes. You are responsible for any sales, use, value-added, or similar taxes that may apply to your purchase of BonGoods Services, except for taxes based on BonGoods' income.

### 4.6 Third-Party Payments and Affiliates

Certain products or services recommended through BonGoods may include affiliate links or referral programs. When you purchase a product through these links, BonGoods may earn a commission or referral fee at no additional cost to you. These arrangements help support the operation of the Platform and are disclosed in accordance with applicable laws and the BonGoods Privacy Policy.

#### 5. DESIGN PACKAGES AND SCOPE OF SERVICES

#### 5.1 Overview

BonGoods offers a variety of digital Interior Design Packages ("Design Packages") tailored to the Client's project size, goals, and budget. Each Design Package provides Clients with access to professional design expertise, 3D visualization tools, and curated product recommendations to help transform residential or commercial spaces.

BonGoods' design services are entirely remote and digital. Clients interact with the BonGoods design team through the Platform, where they can upload images, floor plans, and measurements, and receive photorealistic renderings, product lists, and layout guidance.

### 5.2 Scope of Services

Depending on the selected Design Package, BonGoods Services may include:

Design Consultation – Digital collaboration to understand project goals, budget, and style preferences.

Concept Development – Mood boards and color palettes that define the aesthetic direction of the space.

3D Renderings & Visualization – High-resolution digital renderings created from Client-provided measurements and photos.

Product Sourcing & Recommendations – Curated lists of furniture, décor, finishes, and fixtures based on the Client's preferences and budget, sourced via BonGoods' Al-driven system.

Contractor & Vendor Referrals – Optional referrals to verified third-party contractors, fabricators, or installers for project implementation.

Project Revisions – Limited rounds of revisions as outlined in the selected package description.

All design packages, deliverables, and timelines are described on the BonGoods website and may vary depending on project complexity and Client responsiveness.

#### **5.3 Service Limitations**

BonGoods' Services do not include:

On-site consultations, measurements, or installations;

Engineering, architectural, or structural drawings;

Supervision of construction or labor performed by third parties;

Procurement, handling, or shipment of any products; or

Any guarantees regarding vendor availability, pricing, or stock levels.

All deliverables are provided for conceptual and visualization purposes only. Clients are responsible for verifying all dimensions, installation requirements, electrical and plumbing compatibility, and local building codes prior to purchase or construction.

## 5.4 Professional Relationships

BonGoods may connect Clients with independent Professionals, such as contractors, fabricators, or suppliers. These Professionals are independent entities and not employees or agents of BonGoods. BonGoods does not warrant or guarantee the quality, licensing, insurance, or performance of any third-party Professional.

Any agreements, payments, or disputes between Clients and Professionals are strictly between those parties. BonGoods is not a party to such agreements and assumes no liability arising from third-party services.

### 5.5 Al-Assisted Product Sourcing

BonGoods uses AI-assisted technology to recommend furnishings, finishes, and accessories that align with the Client's budget and design preferences. Recommendations may include affiliate links or third-party vendor products. BonGoods does not guarantee that recommended items will remain in stock or that prices will remain unchanged. Clients are responsible for completing purchases directly with third-party retailers.

### **6. INTELLECTUAL PROPERTY**

### 6.1 Ownership of the Platform and Content

All materials on the BonGoods Platform, including but not limited to text, design concepts, renderings, layouts, graphics, images, videos, software, Al tools, algorithms, and other content (collectively, the "BonGoods Content"), are the exclusive property of BonGoods, Inc., its licensors, or its content providers.

The BonGoods Platform and BonGoods Content are protected by U.S. and international copyright, trademark, and intellectual property laws. Except as expressly permitted under these Terms, no portion of the BonGoods Content may be copied, reproduced,

distributed, modified, displayed, or transmitted in any form without BonGoods' prior written consent.

All trademarks, service marks, and trade names, including but not limited to BonGoods®, BonGoods.com®, and the BonGoods logo, are registered and unregistered marks owned by BonGoods, Inc. or its affiliates. Unauthorized use of any BonGoods trademark or trade dress is strictly prohibited.

#### 6.2 License to Use Deliverables

Upon full payment for a Design Package, BonGoods grants the Client a limited, non-exclusive, non-transferable, revocable license to use the final design deliverables (including 3D renderings, mood boards, and product lists) for personal, non-commercial purposes related to the Client's property.

This license does not include the right to sublicense, reproduce, publicly display, or commercially distribute any design deliverables. BonGoods retains full ownership of all underlying design concepts, models, and renderings.

#### 6.3 User Content and License to BonGoods

By submitting any photos, measurements, floor plans, comments, or other materials ("User Content") to the BonGoods Platform, you grant BonGoods a worldwide, royalty-free, non-exclusive, transferable, and sublicensable license to use, store, reproduce, display, modify, and create derivative works from such content solely for the purpose of providing the BonGoods Services, improving platform functionality, and for internal marketing and educational purposes.

You represent and warrant that you own or have sufficient rights to all User Content you submit and that such content does not infringe or violate the rights of any third party.

### 6.4 Use of Renderings and Marketing

BonGoods may showcase anonymized versions of completed design projects, renderings, or testimonials on its website, portfolio, or social media platforms for marketing and promotional purposes, unless the Client explicitly requests in writing that their project remain private.

#### 6.5 Restrictions

Except as expressly authorized by BonGoods, you may not:

Remove any copyright, trademark, or proprietary notices from BonGoods Content;

Use BonGoods designs or renderings to advertise competing services;

Reproduce or reuse BonGoods' design concepts for multiple properties; or

Use Al-generated or digital deliverables in a manner that misrepresents BonGoods' authorship.

BonGoods reserves all rights not expressly granted in these Terms.

### 7. THIRD-PARTY LINKS, VENDORS, AND SERVICES

### 7.1 Third-Party Vendors and Affiliates

The BonGoods Platform may include links to third-party websites, vendors, or affiliate partners that sell furniture, décor, lighting, fixtures, or related products ("Third-Party Vendors"). BonGoods provides these links as a convenience and to assist Clients in sourcing products consistent with their design vision.

When you purchase products or services through any Third-Party Vendor, you acknowledge that you are entering into a separate contractual relationship with that vendor, not with BonGoods. Each Third-Party Vendor's own terms of sale, warranty policies, shipping practices, and return procedures apply to your transaction. BonGoods is not responsible or liable for any product defects, shipping delays, pricing discrepancies, damages, or dissatisfaction arising from purchases made outside the BonGoods Platform.

BonGoods may earn a commission or referral fee through affiliate links or vendor partnerships. These commissions do not affect the price you pay and are disclosed in accordance with applicable laws and the BonGoods Privacy Policy.

### 7.2 Independent Professionals and Contractors

BonGoods may introduce Clients to independent contractors, builders, installers, or other design professionals ("Professionals") to assist with project implementation. These Professionals operate as independent entities and are not employees, agents, or representatives of BonGoods.

BonGoods does not guarantee the licensing, insurance, qualifications, or performance of any Professional and is not responsible for any damages, disputes, or claims arising from services rendered by such Professionals. All work, negotiations, and payments between Clients and Professionals are made directly between those parties.

Clients are encouraged to verify all credentials, request references, and confirm insurance coverage before hiring any third-party Professional referred through BonGoods.

### 7.3 Third-Party Tools and Integrations

The BonGoods Platform may integrate third-party tools or software, including payment processors, rendering systems, or Al-based sourcing engines. While BonGoods endeavors to partner only with reputable providers, it does not warrant or guarantee the continuous availability, accuracy, or performance of any third-party system.

Your use of such third-party tools is governed by their respective terms of service and privacy policies. BonGoods assumes no liability for data breaches, service interruptions, or loss of information resulting from third-party integrations.

#### 7.4 External Links Disclaimer

Links on the BonGoods Platform to third-party websites do not imply endorsement, sponsorship, or approval of such sites or their content. BonGoods is not responsible for the information, advertising, or opinions expressed on any third-party website. Accessing any third-party link is at your own risk.

#### 8. DISCLAIMERS AND LIMITATION OF LIABILITY

#### 8.1 General Disclaimer

The BonGoods Platform and all BonGoods Services are provided on an "as is" and "as available" basis without any warranties of any kind, express or implied. To the fullest extent permitted by law, BonGoods disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, title, accuracy, completeness, reliability, or availability.

BonGoods does not warrant that:

The Platform or Services will be uninterrupted, secure, or error-free;

Any defects or errors will be corrected;

Any design results, renderings, recommendations, or product links will meet your expectations; or

Any third-party vendors, affiliates, or professionals will perform to your satisfaction.

### 8.2 Design and Visualization Disclaimer

BonGoods provides digital renderings and design recommendations for visualization purposes only. These renderings may include artistic interpretations, approximate colors, scale, and finishes that can vary in real-world conditions. Clients acknowledge that variations in lighting, screen calibration, material production, and vendor availability may result in differences between renderings and final outcomes.

BonGoods makes no representation or warranty regarding the structural soundness, code compliance, or feasibility of implementing any design concept. Clients are responsible for consulting qualified architects, engineers, or licensed contractors before proceeding with any construction, electrical, or plumbing work.

#### 8.3 Al-Generated Recommendations

BonGoods may use artificial intelligence and algorithmic tools to suggest furniture, finishes, or layout options based on Client inputs. These suggestions are informational only and are not a substitute for professional design judgment or in-person inspection. BonGoods is not responsible for any errors, omissions, or outcomes resulting from Algenerated data or automated recommendations.

#### 8.4 Third-Party Products and Services

BonGoods is not a retailer, reseller, or distributor of any third-party products or services. Any issues arising from purchases made through third-party links—including product quality, delivery, assembly, or return disputes—are solely between the Client and the respective vendor or contractor.

BonGoods expressly disclaims any liability for losses or damages arising from:

Product defects or shipping issues from third-party sellers;

Miscommunication between Clients and referred Professionals:

Delays in project execution caused by vendor or contractor performance; or Changes in vendor pricing, availability, or promotions.

### 8.5 Limitation of Liability

To the fullest extent permitted by law, in no event shall BonGoods, its affiliates, employees, officers, directors, licensors, or agents be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of profits, data, goodwill, or other intangible losses arising from or related to:

Your use or inability to use the BonGoods Platform or Services;

Any conduct or content of any third party using the Platform;

Any unauthorized access to or use of your account, data, or submissions; or

Any reliance on BonGoods' renderings, recommendations, or Al-generated content.

In no event shall BonGoods' total cumulative liability to you for all claims related to the Services exceed the total amount paid by you to BonGoods in the six (6) months preceding the event giving rise to the claim.

Some jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If such laws apply to you, some of the above disclaimers or limitations may not apply to the extent prohibited by law.

#### 9. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless BonGoods, Inc., its affiliates, officers, directors, employees, licensors, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or in any way connected with:

Your access to or use of the BonGoods Platform or Services;

Your violation of these Terms or any applicable law or regulation;

Any User Content or materials you submit, post, or transmit through the Platform;

Any actual or alleged infringement, misappropriation, or violation of the rights of any third party (including intellectual property or privacy rights);

Your interactions, transactions, or disputes with any third-party vendor, contractor, or Professional; or

Your reliance on or implementation of any design recommendation, rendering, or Algenerated suggestion provided through BonGoods.

BonGoods reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you agree to cooperate fully with BonGoods in asserting any available defenses.

You may not settle any claim or matter on behalf of BonGoods without BonGoods' prior written consent.

### 10. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

### 10.1 Governing Law

These Terms and any dispute, claim, or controversy arising out of or relating to your use of the BonGoods Platform or Services shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

#### 10.2 Informal Resolution

Before initiating formal proceedings, you agree to first contact BonGoods at legal@bongoods.com to attempt in good faith to resolve any dispute informally. Most concerns can be resolved quickly and to mutual satisfaction through this informal process.

#### **10.3 Agreement to Arbitrate**

If a dispute cannot be resolved informally, both you and BonGoods agree that any claim, dispute, or controversy arising out of or relating to these Terms or your use of the BonGoods Services shall be resolved exclusively through binding individual arbitration, rather than in court, except that either party may bring an individual claim in small claims court if eligible.

This arbitration agreement is intended to be broadly interpreted and includes, but is not limited to, disputes based on contract, tort, statute, fraud, misrepresentation, or any other legal theory.

#### 10.4 Arbitration Procedures

Arbitration shall be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules then in effect, available at <a href="https://www.adr.org">www.adr.org</a>.

The arbitration shall take place in Los Angeles County, California, or another mutually agreed location. The arbitration will be conducted by a single arbitrator and shall be limited to the dispute between you and BonGoods.

Each party will bear its own attorneys' fees and costs unless the arbitrator determines that applicable law entitles the prevailing party to recover them. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court having jurisdiction.

#### 10.5 Class Action Waiver

You and BonGoods agree that all claims will be resolved on an individual basis only, and that no arbitration or proceeding will be joined with any other or proceed as a class, collective, consolidated, or representative action. You further agree to waive any right to participate as a plaintiff or class member in any purported class or representative proceeding.

### **10.6 Opt-Out Option**

You may opt out of this arbitration agreement within 30 days of first accepting these Terms by sending a written notice of your decision to optout@bongoods.com

with the subject line "Arbitration Opt-Out." The notice must include your full name, email address, and a clear statement of your intent to opt out.

Opting out of the arbitration agreement will not affect any other terms of these Terms of Service.

#### 10.7 Venue

If for any reason a claim proceeds in court rather than arbitration, both you and BonGoods agree that such disputes shall be brought exclusively in the state or federal courts located in Los Angeles County, California, and you consent to the personal jurisdiction of such courts.

#### 10.8 Time Limitation

Any claim arising out of or related to these Terms or your use of the BonGoods Platform must be filed within one (1) year after such claim arose; otherwise, the claim is permanently barred.

#### 11. TERMINATION AND SUSPENSION OF SERVICES

### 11.1 Termination by BonGoods

BonGoods reserves the right, at its sole discretion, to suspend or terminate your access to all or part of the BonGoods Platform or Services at any time, with or without notice, for any reason, including but not limited to:

Violation or suspected violation of these Terms;

Misuse of the Platform, Services, or BonGoods Content;

Non-payment or chargeback of fees owed;

Fraudulent, abusive, or unlawful activity; or

Actions that may harm BonGoods, its users, affiliates, or business reputation.

In the event of termination, BonGoods may delete or deactivate your account and all related information. You acknowledge that BonGoods shall not be liable to you or any third party for any termination or suspension of your account or access to the Services.

### 11.2 Termination by the User

You may deactivate your account or discontinue using the BonGoods Services at any time by contacting support@bongoods.com.

Upon termination, your license to access the BonGoods Platform and Content will immediately cease.

Please note that termination of your account does not entitle you to a refund for any Design Package or Service that has already commenced, nor does it relieve you of any outstanding payment obligations.

#### 11.3 Survival

Upon termination of your account or these Terms, any provisions that by their nature should survive termination—including but not limited to Sections 6 (Intellectual Property), 7 (Third-Party Services), 8 (Disclaimers), 9 (Indemnification), 10 (Dispute Resolution), and 12 (Miscellaneous)—shall continue in full force and effect.

#### 11.4 Effect of Termination

Following termination:

You will no longer have access to your BonGoods account or digital design deliverables through the Platform;

BonGoods may, at its discretion, retain or delete project files and User Content; and Any rights or licenses granted to you under these Terms will immediately terminate.

If you wish to retain copies of any design deliverables or files prior to account closure, you must download or request them before termination becomes effective.

### 12. MISCELLANEOUS PROVISIONS

### **12.1 Entire Agreement**

These Terms, together with the BonGoods Privacy Policy and any other policies or guidelines referenced herein, constitute the entire agreement between you and BonGoods, Inc. regarding your access to and use of the BonGoods Platform and Services. They supersede any prior agreements, understandings, or communications, whether written or oral, relating to the same subject matter.

### 12.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remaining provisions shall continue in full force and effect.

#### 12.3 No Waiver

No waiver by BonGoods of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition, or a waiver of any other term or condition. Any failure of BonGoods to assert a right or enforce a provision under these Terms shall not constitute a waiver of such right or provision.

### 12.4 Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without the prior written consent of BonGoods. Any attempted assignment without such consent will be null and void. BonGoods may freely assign these Terms in connection with a merger, acquisition, or sale of assets, or by operation of law.

### 12.5 Force Majeure

BonGoods shall not be liable or responsible for any delay or failure to perform any obligation under these Terms resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, government actions, pandemics, or failures of internet or telecommunications networks.

#### 12.6 Notices

Any legal notices or communications required or permitted under these Terms must be in writing and delivered to:

BonGoods, Inc.

Attn: Legal Department

Email: info@bongoods.com

Website: https://bongoods.com

BonGoods may send you notices electronically via email, through your account dashboard, or by posting them on the BonGoods Platform. Such electronic communications shall satisfy any legal requirement that communications be in writing.

### 12.7 Headings and Interpretation

Headings in these Terms are for convenience only and shall not affect their interpretation. References to "including" mean "including, without limitation."

#### 12.8 Contact Information

If you have any questions about these Terms or the BonGoods Services, please contact:

info@bongoods.com

### **BonGoods Privacy Policy**

Effective Date: 11/01/2025

BonGoods, Inc. ("BonGoods," "we," "us," or "our") values your privacy and is committed to protecting the personal information you share with us. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit https://bongoods.com

(the "Website") or use our online interior design services, including digital renderings, product sourcing, and Al-driven recommendations (collectively, the "Services").

By using the BonGoods Platform or submitting your information to us, you consent to the practices described in this Privacy Policy.

#### 1. INFORMATION WE COLLECT

We collect both personal and non-personal information when you interact with the BonGoods Platform, including:

#### 1.1 Information You Provide to Us

Account Information: name, email address, phone number, password, and billing details.

Design Project Information: photos, floor plans, room measurements, budget, style preferences, and project notes.

Payment Information: payment method details (processed securely by third-party payment processors; BonGoods does not store full credit card numbers).

Communications: emails, messages, or reviews you send to BonGoods.

Professional Information: if you are a contractor or designer using the Platform, we may collect business name, license details, portfolio links, and service areas.

### 1.2 Information Collected Automatically

When you access the Website, we may automatically collect:

Usage Data: pages viewed, links clicked, referring/exit pages, and time spent on site.

Device Data: IP address, browser type, operating system, and device identifiers.

Cookies and Tracking Technologies: We use cookies and similar technologies to remember preferences, improve performance, and personalize your experience.

#### 1.3 Information from Third Parties

We may receive information from affiliate vendors, payment processors, analytics providers, or contractors you choose to engage through the BonGoods Platform.

#### 2. HOW WE USE YOUR INFORMATION

BonGoods uses the information we collect to:

Provide, operate, and improve our Services;

Process payments and deliver design deliverables;

Communicate with you regarding your account, projects, or support inquiries;

Personalize design recommendations and Al-generated product suggestions;

Send promotional communications, newsletters, or offers (you may opt out at any time);

Analyze usage trends and enhance the performance of the BonGoods Platform; and

Comply with legal obligations, resolve disputes, and enforce our Terms of Service.

#### 3. HOW WE SHARE YOUR INFORMATION

BonGoods may share your information only as described below:

With Contractors or Professionals: To facilitate introductions between Clients and independent Professionals for project implementation.

With Vendors or Affiliates: To recommend or process purchases from third-party retailers or product partners.

With Service Providers: To manage hosting, data storage, analytics, marketing, and payment processing

With Legal Authorities: When required by law, subpoena, or government request.

In a Business Transfer: In connection with a merger, acquisition, or sale of assets, your information may be transferred as part of that transaction.

We do not sell, rent, or trade personal information to third parties for monetary gain.

#### 4. COOKIES AND TRACKING TECHNOLOGIES

BonGoods uses cookies, pixels, and analytics tools (e.g., Google Analytics) to collect usage data and improve user experience. You can modify your browser settings to refuse cookies or notify you when a cookie is being sent, though some features of the Platform may not function properly if cookies are disabled.

#### 5. DATA SECURITY

We implement appropriate technical and organizational measures to protect your information from unauthorized access, disclosure, alteration, or destruction. While we take reasonable precautions, no online platform can guarantee complete security.

### 6. DATA RETENTION

We retain your personal information only for as long as necessary to fulfill the purposes outlined in this Policy, unless a longer retention period is required by law. You may request deletion of your data by contacting info@bongoods.com.

### 7. YOUR RIGHTS AND CHOICES

Depending on your jurisdiction, you may have rights to:

Access, correct, or delete your personal information;

Withdraw consent for processing;

Opt out of marketing communications;

Request a copy of the data we hold about you.

You may exercise these rights by contacting us at <a href="mailto:info@bongoods.com">info@bongoods.com</a>.

#### 8. THIRD-PARTY LINKS AND SERVICES

The BonGoods Platform may contain links to third-party websites or services not operated by BonGoods. We are not responsible for the privacy practices or content of these third parties. Please review their privacy policies before sharing your information.

### 9. CHILDREN'S PRIVACY

BonGoods does not knowingly collect personal information from individuals under the age of 18. If we become aware that we have collected data from a minor without parental consent, we will delete it promptly.

#### 10. INTERNATIONAL USERS

If you are accessing BonGoods from outside the United States, please note that your information may be transferred to and processed in the U.S., where data protection laws may differ from those of your country.

#### 11. CHANGES TO THIS POLICY

BonGoods may update this Privacy Policy from time to time by posting a revised version on our Website with an updated "Effective Date." We encourage you to review this Policy periodically. Continued use of our Services after any changes signifies your acceptance of the updated Policy.

#### 12. CONTACT US

If you have questions or concerns about this Privacy Policy or our data practices, please contact:

BonGoods, Inc.

Attn: Privacy Department

Email: info@bongoods.com

Website: <a href="https://bongoods.com">https://bongoods.com</a>

### **BonGoods Website Disclaimer**

Last Updated: 11/11/2025

The information provided by BonGoods, Inc. ("BonGoods," "we," "our," or "us") on https://bongoods.com

(the "Website") and through our online interior design platform is for informational, visualization, and design guidance purposes only.

While BonGoods strives to ensure the accuracy and quality of all digital designs, renderings, product recommendations, and related content, BonGoods makes no representations or warranties regarding the completeness, reliability, or suitability of any information displayed on the Website or provided through our Services.

### 1. Digital Design and Visualization Disclaimer

BonGoods provides remote interior design services and Al-assisted product sourcing. All design renderings, plans, and material suggestions are intended to help visualize potential layouts, styles, and furnishings.

These visualizations are conceptual and may differ from actual installations, products, or materials due to lighting variations, vendor availability, production changes, or screen display differences.

BonGoods does not provide architectural, structural, or engineering services and should not be relied upon for code compliance, load-bearing design, or construction feasibility. Clients are encouraged to consult licensed professionals before implementing any design or construction project.

#### 2. No Professional Advice

All recommendations and digital deliverables provided by BonGoods are based on usersupplied information and design preferences. The content on this Website does not constitute professional, legal, engineering, or financial advice. You should always seek the guidance of qualified professionals regarding specific construction or installation needs.

### 3. Third-Party Vendors and Products

BonGoods may include affiliate links or recommendations to third-party vendors for furniture, décor, or materials. These are provided as a convenience. BonGoods does not sell, warrant, or guarantee any third-party products or services. Purchases made through external websites are subject to the third-party's own terms, conditions, and return policies.

BonGoods may earn an affiliate commission on purchases made through such links at no additional cost to you.

### 4. Limitation of Liability

To the fullest extent permitted by law, BonGoods, Inc. shall not be liable for any loss or damage of any kind arising from:

Use of or reliance on any design, rendering, or recommendation provided through the Website or Platform;

Purchases made through third-party links or vendors; or

Any errors, omissions, or delays in the content or Services.

Use of the BonGoods Platform constitutes your acknowledgment and acceptance of this Disclaimer and all other applicable legal policies, including our Terms of Service and Privacy Policy.

#### 5. Contact Information

For questions or concerns regarding this Disclaimer, please contact:

BonGoods, Inc.

Email: info@bongoods.com

Website: https://bongoods.com

#### **BonGoods Client Service Agreement**

This Client Service Agreement ("Agreement") is entered into by and between BonGoods, Inc. ("BonGoods," "we," or "us") and the undersigned client ("Client," "you") as of the date of acceptance below.

By purchasing or engaging any BonGoods design package, you agree to the following terms and conditions.

### 1. Scope of Services

BonGoods provides online interior design services, including design consultations, 3D renderings, product sourcing, and digital design recommendations ("Services").

All work is performed remotely and delivered through the BonGoods online platform or by email.

BonGoods does not perform onsite work, physical installations, or construction.

### 2. Design Process

The Client will provide photos, measurements, and design preferences as requested.

BonGoods will prepare design concepts and 3D renderings according to the selected Design Package.

Minor revisions are included as outlined in the package details.

All final deliverables are digital and intended for visualization purposes only.

### 3. Fees and Payment

Payment for the selected Design Package is due in full upon purchase.

All sales are final once the design process has begun.

Refunds are available only if canceled within 24 hours of purchase and before design work starts.

Additional revisions or expanded scope may incur separate fees.

#### 4. Client Responsibilities

The Client agrees to:

Provide accurate photos, measurements, and project information;

Review deliverables promptly and provide timely feedback;

Verify all dimensions, materials, and product specifications before making purchases or installations.

BonGoods is not responsible for inaccuracies or delays resulting from incomplete or incorrect information provided by the Client.

### 5. Third-Party Products and Contractors

BonGoods may recommend third-party vendors or contractors for products or services.

The Client understands that:

BonGoods does not sell, ship, or install products;

All vendor purchases are subject to the vendor's own terms and warranties; and

Any work performed by referred contractors is independent of BonGoods.

BonGoods is not responsible for vendor performance, pricing, product availability, or contractor workmanship.

### 6. Intellectual Property

All design concepts, renderings, and materials created by BonGoods remain the intellectual property of BonGoods, Inc.

Upon full payment, the Client receives a limited, non-exclusive license to use the final design deliverables for personal, non-commercial use related to their property.

### 7. Limitation of Liability

BonGoods provides Services "as is" for visualization and planning purposes.

BonGoods is not responsible for:

Construction errors, code compliance, or engineering requirements;

Differences between digital renderings and real-world results; or

Product defects, damages, or losses from third-party purchases.

BonGoods' total liability shall not exceed the amount paid by the Client for the Services rendered.

### 8. Dispute Resolution

Any dispute arising from this Agreement shall be governed by the laws of the State of California and resolved through binding arbitration in Los Angeles County, in accordance with the rules of the American Arbitration Association (AAA).

Both parties waive the right to participate in any class or collective action.

### 9. Termination

Either party may terminate this Agreement at any time prior to the commencement of Services.

If design work has begun, the Client remains responsible for all fees due and no refund will be issued.

# 10. Entire Agreement

This Agreement represents the entire understanding between the Client and BonGoods regarding the Services described and supersedes any prior communications or proposals.

### 11. Acceptance

By signing below or by purchasing Services through BonGoods.com, the Client acknowledges that they have read, understood, and agreed to all terms of this Agreement.

Client Name:	
Signature:	
Date:	
BonGoods, Inc.	
Email: info@bongoods.com	

Website: https://bongoods.com

# BonGoods Design Proposal

Online Interior Design & Visualization Services
https://bongoods.com
Email: info@bongoods.com
Client Information
Client Name:
Project Address (if applicable):
Email:
Phone:
Date:
Project Overview
BonGoods is pleased to present this proposal for your online interior design project.
Our goal is to create a personalized, functional, and visually stunning design concept that fits your lifestyle and budget.
All services are delivered remotely with photorealistic renderings and curated furniture & décor selections.
Project Description:
Scope of Services:
Depending on your selected package, BonGoods will provide:
Design consultation via BonGoods platform
Mood boards & concept development
Space planning and layout recommendations

Furniture, décor, finish & material sourcing Product links and purchase guidance Limited design revisions (as specified in package)  Service Type: Single Room Design Kitchen or Bath Design Full Home Interior Design Commercial / Office Space Design Outdoor / Landscape Design  Deliverables  3D Renderings of each designed space Material & Product Specification List Mood Board & Color Palette PDF Design Presentation Package  Investment  Service Description Fee (USD) Design Package [Package name or description] \$ Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination] \$ Total \$ Total	
Limited design revisions (as specified in package)  Service Type: Single Room Design Kitchen or Bath Design Commercial / Office Space Design Outdoor / Landscape Design  Deliverables  3D Renderings of each designed space Material & Product Specification List Mood Board & Color Palette PDF Design Presentation Package  Investment  Service Description Fee (USD) Design Package [Package name or description] \$ Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination] \$	Furniture, décor, finish & material sourcing
Service Type:  Single Room Design Kitchen or Bath Design Commercial / Office Space Design Outdoor / Landscape Design Deliverables 3D Renderings of each designed space Material & Product Specification List Mood Board & Color Palette PDF Design Presentation Package  Investment Service Description Fee (USD) Design Package [Package name or description] \$ Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination] \$	Product links and purchase guidance
□ Single Room Design □ Kitchen or Bath Design □ Full Home Interior Design □ Commercial / Office Space Design □ Outdoor / Landscape Design □ Deliverables 3D Renderings of each designed space Material & Product Specification List Mood Board & Color Palette PDF Design Presentation Package  Investment Service Description Fee (USD) Design Package [Package name or description] \$ Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination] \$	Limited design revisions (as specified in package)
□ Single Room Design □ Kitchen or Bath Design □ Full Home Interior Design □ Commercial / Office Space Design □ Outdoor / Landscape Design □ Deliverables 3D Renderings of each designed space Material & Product Specification List Mood Board & Color Palette PDF Design Presentation Package  Investment Service Description Fee (USD) Design Package [Package name or description] \$ Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination] \$	
□ Kitchen or Bath Design □ Full Home Interior Design □ Commercial / Office Space Design □ Outdoor / Landscape Design  Deliverables 3D Renderings of each designed space Material & Product Specification List Mood Board & Color Palette PDF Design Presentation Package  Investment Service Description Fee (USD) Design Package [Package name or description] \$ Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination] \$	Service Type:
Full Home Interior Design Commercial / Office Space Design Outdoor / Landscape Design  Deliverables 3D Renderings of each designed space Material & Product Specification List Mood Board & Color Palette PDF Design Presentation Package  Investment Service Description Fee (USD) Design Package [Package name or description] \$ Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination] \$	□ Single Room Design
Commercial / Office Space Design  Outdoor / Landscape Design  Deliverables  3D Renderings of each designed space  Material & Product Specification List  Mood Board & Color Palette  PDF Design Presentation Package  Investment  Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	□ Kitchen or Bath Design
Deliverables  3D Renderings of each designed space  Material & Product Specification List  Mood Board & Color Palette  PDF Design Presentation Package  Investment  Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	□ Full Home Interior Design
Deliverables  3D Renderings of each designed space  Material & Product Specification List  Mood Board & Color Palette  PDF Design Presentation Package  Investment  Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	□ Commercial / Office Space Design
3D Renderings of each designed space  Material & Product Specification List  Mood Board & Color Palette  PDF Design Presentation Package  Investment  Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	□ Outdoor / Landscape Design
3D Renderings of each designed space  Material & Product Specification List  Mood Board & Color Palette  PDF Design Presentation Package  Investment  Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	
Material & Product Specification List  Mood Board & Color Palette  PDF Design Presentation Package  Investment  Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	Deliverables
Mood Board & Color Palette  PDF Design Presentation Package  Investment  Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	3D Renderings of each designed space
Investment  Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	Material & Product Specification List
Investment  Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	Mood Board & Color Palette
Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	PDF Design Presentation Package
Service Description Fee (USD)  Design Package [Package name or description] \$  Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	
Design Package	Investment
Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]  \$	Service Description Fee (USD)
\$	Design Package  [Package name or description] \$
	Optional Add-Ons [e.g., extra revisions, custom sourcing, contractor coordination]
Total \$	\$
	Total \$

3D photorealistic renderings

Full payment is due upon acceptance of this proposal.		
Design work begins once payment and project materials are received.		
Estimated	d Timeline	
Phase De	escription	Duration
1 Cli	ent Onboarding & Photo Submission	Days
2 Co	oncept Development & Review	Days
3 Fin	nal Renderings & Product List Delivery	Days
Total Estimated Project Duration: Weeks		
Notes & A	Assumptions	
All designs are conceptual and for visualization purposes only.		
BonGoods does not provide architectural, structural, or construction drawings.		
Product prices and availability are subject to change by third-party vendors.		
Two (2) minor revisions are included; additional revisions may incur extra fees.		
Acceptar	nce	
By signing below, you agree to proceed with the Services described in this Proposal and acknowledge that the BonGoods Client Service Agreement and Terms of Service govern this engagement.		
Client Sig	nature:	
Date:		
BonGoods Representative:		
Date:		

**Payment Terms:** 

TO EVNE: WE N EED TO CREATE A fillable version (Word or PDF template) FOR THE ABOVE FORM