



Terms of Service

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Overview

Lark Game Tables™ LLC d/b/a Lark Game Tables™ is custom furniture manufacturer. Our products are made to order based on the requirements set forth by Clients at time of purchase. The service we offer using natural materials to make our bespoke products for Clients creates beautiful furniture with special requirements in their purchase, care and use. The terms listed herein detail the terms and conditions for which we offer those products and services.

You can review the most current version of the Terms of Service at any time at this page.

Lark Game Tables™ LLC reserves the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Effective Date of these terms

The effective date of these terms is 1 March 2026.

Terms

- Terminology found in the Terms of Service contained herein include but not limited to:
- Terms of Service = Terms, Purchase Agreement
- Client = customer, person, you, purchaser
- Lark = Lark Game Tables™ , Lark Game Tables™ LLC, the Company, We, Us, Our, the Firm
- Carrier = freight company, freight carrier, parcel service, parcel carrier, postal carrier, transport company, etc.. a term to mean the company that will be transporting the Clients finished goods or replacement goods from point of manufacture to the Client or vice versa.
- Purchase Amount = price paid by Client for table and or accessories originally purchased, net of any applicable sales tax(es).
- Website = includes the following domains which are linked and used interchangeably as required for business operations: @larkgametables.shop @larkgametables.com @lark-furniture.com

Trademarks and Intellectual Property

Lark Game Tables™ LLC reserves the rights to all Lark Game Tables™ logo(s), icon(s), trademark(s), design(s) and any copyrights or trademarks thereto.

Communications

Methods

All matters pertaining to warranty claims, disputes, these terms of services or other legal matters shall be handled via email unless agreed to in writing otherwise. Reference the Contact section of these Terms for specific contact information.

Timeline

Lark Game Tables™ will endeavor to respond to all Client contacts within TWO [2] business days. Our normal hours are weekdays, 8am-430pm CST, excluding major holidays.

Client information

Customer hereby authorizes Lark Game Tables™ and its agents to use phone numbers and email addresses provided by Customer for order status updates, delivery scheduling, marketing, and surveys, including automated calls and text messages.

Contact

For any questions regarding these Terms, please contact us at: info@larkgametables.shop or sales@larkgametables.shop

Third-party links

Certain content, products and services available via our website or social media services may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Comments, Feedback and other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

Materials, Care and Use

Materials & Finishes

Lark Game Tables™ uses hardwoods and manufactured sheet materials to produce our products. Many of these materials are products of nature, and therefore, variations in wood and stain color, grain, as well as texture are to be expected.

Some materials have unique grain characteristics that may cause the final finish to look darker or lighter in some areas. Therefore, while your game table and components will have the same basic appearance as the samples you viewed on our website and may have ordered physical samples of, each component will be unique and perhaps noticeably different. Light reflecting from different angles, proximity to light source, differences in the color of the light source and differences in surrounding surfaces can cause the illusion of variations in color and shading. These differences are to be expected.

Care & Use

Lark Game Tables™ LLC d/b/a Lark Game Tables™ game table and components can provide years of satisfactory service provided that the following care is taken.

Our products are intended for interior, climate-controlled use only. Exterior use, storage in non-climate controlled facilities, or storage in interior spaces with sporadic or out of warranty parameters may result in issues that WILL NOT be covered under this warranty.

Regularly inspect the game table and component for loose or broken parts. Pay particular attention to load bearing components and attachment points; for example, table leg attachment points. Any noted instability must be repaired prior to further use.

Keep all hardware secure. Game table and components may naturally loosen with use. Use caution when moving or working around game table and components. Latent damage may occur if for example, table legs are bumped during vacuuming or other activities; game table and components are dropped during moving or storage. Failure to follow these recommendations may lead to personal injury and or damage to the game table and components. LARK GAME TABLES™ IS NOT RESPONSIBLE FOR INJURIES CAUSED BY IMPROPER MAINTENANCE OR USE OF DAMAGED GAME TABLE AND OR COMPONENTS.

Care and use instructions can be found on the Lark Game Tables™ website under care and use. Under certain situations, project-specific care and use instructions amplifying the general instructions may be included on the final invoice or written correspondence from Lark Game Tables™. These amplifying instructions typically include safety requirements pertaining to load capacity, tip-over prevention or other pertinent information that should not be ignored. Failure to follow those instructions may result in voiding your warranty as well as damage to your game table, components or person(s). IN NO CASE SHALL LARK GAME TABLES™ BE HELD RESPONSIBLE FOR PRODUCT DAMAGE OR PERSONAL INJURY WHEN CARE AND USE INSTRUCTIONS ARE NOT FOLLOWED BY THE CLIENT.

Warranty

General Limitations and Exclusions

Lark Game Tables™ provides you, the original purchaser with limited warranties on the Lark Game Tables™ product described herein. These warranties apply to the original purchases and apply only under conditions of normal use and are subject to certain limitations and exclusions.

Sale or transfer to another party of any kind of method does not extend or transfer the warranty or right to make a warranty claim.

Because of the craftsmanship and/or the use of natural materials in Lark Game Tables™ products, minor variations will occur from piece to piece. These warranties do not cover such minor variations or differences between samples and your item(s). Lark Game Tables™ warranties do not cover products sold "as is," or purchased from a secondary source. Modifications of any type not made under contract by Lark Game Tables™ void this Warranty.

Our products are not warranted against normal wear and tear, normal expansion or contraction, minor warp as described in other sections of this agreement, transfer of the hardwood components from one climate to another without continuous climate-control measures, damage resulting from improper use, accidents, abuse, neglect, improper storage, or damage or appearance changes resulting from improper care or storage.

Nearly all of our products are made using natural materials; therefore, variations in size, weights, performance parameters, shape, and color can and SHOULD be expected!

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow the exclusions and limitations on incidental and consequential damages or the limitations on implied warranties, so the described limitations may not apply to you. In any case where a portion of this agreement is not permissible under local or state law both parties agree that all remaining portions of this Warranty and Purchase Agreement shall remain in force.

Proper care and use are essential for preserving your rights under this warranty. For complete use and care instructions, please refer to the Care and Cleaning section of the Lark Game Tables™ website or contact Lark Game Tables™ for Care and Cleaning information you are unable to find on the website.

THE REMEDIES PROVIDED IN THIS BROCHURE ARE EXCLUSIVE AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS AND LIABILITIES, WHETHER IN CONTRACT OR IN TORT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED HEREIN. IN NO EVENT SHALL LARK GAME TABLES™ BE LIABLE FOR SPECIAL OR CONSEQUENTIAL OR OTHER DAMAGES.

The parties acknowledge that the foregoing is not unconscionable under the standards of the Texas Business and Commerce Codes or Uniform Commercial Code (U.C.C.) and are consistent with the standard terms and conditions of sale between the parties. This warranty is valid only in the contiguous United States for products purchased on or after the WARRANTY START DATE listed herein.

Warranty duration

The warranty on all Lark Game Table products is (1) ONE YEAR defined as 365 calendar days from the WARRANTY START DATE and based on intended use as specified herein in this warranty statement. A warranty in excess of 1 year is NOT IMPLIED OR GRANTED unless provided by an authorized agent of Lark Game Tables™ to the Client in writing; such granting extended warranty date must include a start and end date.

How to make a claim

Contact Lark Game Tables™ at sales@larkgametables.shop or directly through the website. You will receive a response to your request with TWO [2] business days.

Coverage

Both parties agree that in no case shall the claim, individual or in total, exceed the amount of the original purchase price, sales tax(es), where applicable.

Specific warranty terms and exclusions

- One Year (1) year warranty on game table and components construction and finishes for interior use. Start date of the warranty is defined per the section WARRANTY START DATE
- Warranty is for indoor, climate-controlled use only. The indoor climate must be maintained 50-90 degrees Fahrenheit as well as 30-50% humidity. --This exclusion does not apply to the first 30 days of ownership as defined by the Start Date to account for environmental fluctuations during transport.
- Warranty does not cover expansion, contraction, or the effects of extreme high/low humidity, sunlight or temperature in the Client's home or business.
- Warranty does not cover fading, patina or other discolorations--some woods, cherry for example, are known to patina. While other woods like oak are known to discolor when in contact with certain chemicals such as ammonia or vinegar which are common household products. These are two examples amongst many uncited other scenarios of discoloration or a general change in wood color or tone that are NOT a warrantable defect.
- Warranty does not cover less than ¼" of warp on a dining topper as measured from side to side [grain direction] or 1/8" as measured front to back [perpendicular to the grain] when laid on a perfectly flat surface and measured for deflection. --This exclusion does not apply to the first 30 days of ownership as defined by the Warranty Start Date to account for environmental fluctuations during transport.
- Warranty claims on furniture components with visible signs of gouges, scratches penetrating the clear coat, Client modifications or attempts at repair, cracks from force or damage, dings etc.. or other signs of misuse or dropping will void any claim. The warranty does not cover any subcontracted components for custom orders as specified on the Sales Order, Client project plans or written Customer correspondence.
- Warranty does not cover rust or tarnishing resulting from scratches or abrasions to metal components or finishes, or changes in patina.
- Warranty does not cover bubbling, cracking, discoloration or delamination of interior use finishes where the item was placed in an area that receives more than 4 hours of direct, daily sunlight through windows that are not screened, shaded or have a UV filtering property.
- Due to seasonal movement of hardwoods, magnetic accessory [cupholder, dice tray, etc.] play of less than ½" as defined by placing the cupholder in the accessory slot of the table and moving it up and down [perpendicular to

the floor]. Play less than ½" will not be a warrantable claim. --This exclusion does not apply to the first 30 days of ownership as defined by the Warranty Start Date to account for environmental fluctuations during transport.

- Warranty does not cover loose fitting, wobble or cracking as the result of not properly inspecting and tightening mechanical fittings that require regular inspection.
- Warranty does not cover stains, rips, melting, burns, discoloration, watermarks, etc.. on the speed cloth.
- Wood game table and components may have one or more of the following characteristics, which are not considered quality defects: variations in grain and color, knots, non-structural cracks, mineral streaks, pitch pockets.
- WOOD ABSORBS AMBIENT MOISTURE; THEREFORE, THE WARRANTY DOES NOT COVER CHANGES IN THE GAPS OR WARP OF ANY COMPONENT LESS THAN ¼" THAT MAY APPEAR IN THE PROJECT AKA REVEALS BETWEEN TOPPERS, GAPS BETWEEN APRONS AND TABLE LEGS, ETC...CAUSED BY EITHER ABNORMAL TEMPERATURE AND OR HUMIDITY LEVELS IN THE CLIENTS HOME, MOVING THE PROJECT FROM ONE CLIMATE TO A DIFFERENT CLIMATE OR SEASONAL CHANGES IN TEMPERATURE AND OR HUMIDITY. THE TABLE, COMPONENTS AND ACCESSORIES MUST BE KEPT IN A 50-90 FAHRENHEIT AND 30-50% RELATIVE HUMIDITY ENVIRONMENT AT ALL TIMES!!!
- Warranty does not cover watermarks, heat marks, scratches, dings, gouges, etc..
- Warranty does not cover damage to the finish or chemical reactions from corrosive materials such as but not limited to: Coke™, olive oil, solvents, ammonia, vinegar, Magic Erasers™.
- Ammonia and vinegar. Please note while these chemicals are not known to damage the clear coat on furniture they do react with the natural tannins in woods such as oak. Using either of these chemicals to clean your table may over time cause a chemical reaction in the wood in areas where surface scratches may have developed with use.
- Warranty does not cover care and use outside the care and use provisions listed on the website or STATEMENT OF DISCLAIMER.

Statement of Disclaimer

To the fullest extent permitted under applicable law, you agree that:

- with the exception of the express warranties set forth in Lark Game Table's terms of sales and written warranty policies, Lark Game Tables™ expressly disclaims all warranties of any and every kind, whether express or implied, including, among all others, the implied warranties of fitness for a particular purpose, non-infringement, and merchantability; and
- to the fullest extent permitted by applicable law, Lark Game Table LLC shall not be liable for any direct or indirect damages of any kind arising out of or in connection with your use of larkgametables.shop. The foregoing is a comprehensive limitation of liability and damages that shall apply to all damages of every kind and nature including, without limitation, direct, indirect, compensatory, incidental, punitive, and/or consequential damages, losses, misappropriation, and/or theft of data, goodwill, income, or profit, losses related to property damage of whatever type, and any other tangible or intangible losses or claims of third parties.
- To the fullest extent permitted under applicable law, you agree that the maximum collective liability of Lark Game Tables™ for all claims, causes of action, losses, or damages, however arising and by way of whatever type of proceeding, shall be no greater than the Purchase Amount. Except as is otherwise prohibited by applicable law, the limitations set forth herein shall apply to any theory of legal liability, including, among all others, breach or repudiation of contract, violation of statute, violation of common law, tort, negligence, gross negligence, recklessness, intentional misconduct, strict liability, or any other claim or damage for any type of civil liability, or based upon any other legal theory and irrespective of whether damages, actual or otherwise, are deemed to exist.
- The provisions of the foregoing paragraphs that impose a damages limitation of one hundred dollars (\$100) or otherwise prohibit damages to be multiplied or increased, do not apply in those states, including without limitation to consumers within the state of New Jersey, and the provinces in Canada which do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential, or another type of damages.

Warranty start date

Client pick up. The Warranty Start Date is the date the Client or Clients Agent picked up the project from Lark Game Tables™.

Ship via parcel. The Warranty Start Date is the date the parcel arrives to the Client from Lark Game Tables™. The date the parcel arrived shall be agreed by both parties to be the date recorded by the parcel services contracted to transport the good(s).

Ship via freight. The Warranty Start Date is the date the Client or the Clients Agent receives the shipment via freight. This start date shall not be delayed by our terms regarding abandonment or delay. In the event the Client or Clients Agent opt to not be available at time of delivery then inspection date the shipment arrived shall be agreed by both parties to be the date recorded by the shipping service contracted to transport the good(s).

Risk of Loss. Risk of Loss passes to the Client upon delivery to the Client or pick up by the Client.

Exceptions to the warranty start date.

Client pick up. No exceptions are implied or granted. The Client must inspect all items at time of pick up from Lark Game Tables™. Client is responsible for inspection and full payment of all remaining of balances upon pick up. NO post-pick up damage claims made by Client will be accepted. Lark Game Tables™ takes **NO** responsibility for the safe or undamaged transport of your project whether or not our shop helped you wrap or load your purchase. The Client is solely responsible for inspecting and inventorying the finished project as well as evaluating the wrapping and loading of the project for transport.

Ship via parcel exceptions to start date. The Warranty Start Date is the date the parcel arrives to the Client from Lark Game Tables™ in accordance with the Warranty Start Date terms. Ship via parcel exception example: a Client receives his topper stand purchase via UPS™ on 1 March 2026. The Client opens the box and notices damage to one of the sides of the topper stand and reports the damage in accordance with the Lark Shipping Policy. A replacement topper stand side was then made and shipped to the Client which he received 15 March 2026. The warranty on the topper stand and all other items received excluding the damaged topper stand side would expire 1 March 2027 whereas the replacement topper stand side would carry a warranty until 15 March 2027.

Ship via freight exceptions to start date. In the event damage is claimed on the Delivery Inspection receipt in accordance with the Shipping Terms, the Warranty Start Date will begin on all components signed for with a different, later start date on repaired or replacement components. Ship via freight exception example: a Client receives his table purchase via curbside freight on 1 March 2026. The Client signs for the table delivery but reports damage to (1) dining topper in accordance with the Lark Shipping Policy. A replacement dining top was then made and shipped to the Client which he received 15 March 2026. The warranty on the table and all other items received excluding the damaged dining top would expire 1 March 2027 whereas the replacement dining top would carry a warranty until 15 March 2027.

Warranty service

WARRANTY SERVICE If you have an issue with your Lark Game Tables™ product that you feel is covered by this warranty, contact Lark Game Tables™ immediately.

Lark Game Tables™ shall not be responsible for injury or additional damage resulting from delayed warranty claims or continued use of the game table and components after a warranty claim is made but repairs have not been completed by Lark Game Tables™.

Lark Game Tables™ may decline to cover warranty claims in cases where continued use after a warranty claim that results in additional damage to the game table and components.

The sole remedy provided by Lark Game Tables™ under this warranty will be to repair or replace the defective component(s) at the cost of materials and shipping fees to Lark Game Tables™ or to issue a refund.

Lark Game Tables™ reserves the sole right to decide the appropriate remedy.

In situations where warranty claims involve replacing individual components, the Client understands Lark Game Tables™ will provide the replacement parts; however, the Client will be responsible for swapping out the defective part with the replacement part; a third-party service will not be provided or hired by Lark Game Tables™ to swap out replacement

parts. Additionally, the Client may be responsible for returning the defective part to Lark Game Tables™. Such requests will be made by Lark Game Tables™ to the Client in writing and will include return postage/shipping accommodations. Failure to return the defective parts by the Client may result in fees, delays processing the warranty claim or Lark Game Tables™ declining to cover the warranty claim in cases where the Client agreed to return the defective component either before or after the replacement component(s) were shipped.

Refunds, if any, will be adjusted for the product's use and age. If your product is repaired or replaced, the limited warranty will not be renewed or extended. Should you have any questions or concerns, please contact Lark Game Tables™ at: sales@larkgametables.shop or through the Lark Game Tables™ website you made your original purchase through.

Timelines

Time is of the essence

All parties will make all best efforts to complete, ship and receive projects on schedule notwithstanding acts of God, weather, force majeure, and supply chain failures.

Client requests for delay of shipment in excess of (15) FIFTEEN CALENDAR DAYS may void the warranty for warp. Lark Game Tables™ DOES NOT accept responsibility for damage that occurs to your project caused by delays. Our shop nor transport facilities or their methods of transport are a suitable storage facility! They are not climate controlled and may over long periods of time degrade the quality of your purchase!

Delays

Client delays

- Shipments. To expeditiously complete and ship Client order Lark Game Tables typically schedules shipment of projects in advance of completion; therefore, requests to delay shipment must be made no less than 2 weeks prior to the NEAREST expected shipment date. For example, when placing a table order you were quoted 6-8 weeks turnaround you must make your request to no later than 4 weeks after your purchase date: quoted nearest ship date was 6 weeks minus 2 weeks = 4 weeks. Requests inside of 2 weeks of the NEAREST expected ship date may incur Storage Fees as well as additional transport fees if the freight carrier revises the freight pricing or charges a rescheduling fee. These fees will be charged to the Client and must be paid before your project will be rescheduled.
- Client delay of communications. It is critical the Client communicate with and respond to Lark Game Tables and third-party vendors such as transport firms regarding their purchase to deliver the purchase in a timely and proper manner therefore TIME IS OF THE ESSENCE with all communications. Unreasonable delays by the Client may result in unexpected fees payable by the Client.

Lark Game Table delays

- Lark game tables will endeavor to SHIP the Client's order on or before the posted turnaround date at time of purchase as posted on the Lark Game Tables website or communicated, in writing, by Lark Game Tables to the Client otherwise.
- It is critical Lark Game Tables communicate with and respond to the Client and third-party vendors such as transport firms regarding their purchase to deliver the purchase in a timely and proper manner therefore TIME IS OF THE ESSENCE with all communications. Unreasonable delays by Lark Game Tables may result in unexpected fees payable by the Lark Game Tables

Timeline

Unless notified by the Client in writing prior to completion, Lark Game Tables™ will ship the purchase to the address on record upon completion and provide notification the Client to the email address on record.

Both parties agree in advance events outside the parties control such as force majeure, acts of terrorism, acts of God or weather, supply chain failures or delays by third parties shall be credited to the timeline but does not relieve either party of their obligation to make reasonable attempts to communicate delays.

Communications of Delays

Both parties agree the orderly and timely processing of the Client purchase requires that Time is of the Essence. All communications will be conducted via the Communications section of these Terms of Service.

Storage fees

Due to the organic nature of the products being produced and the requirement to maintain those products once completed in a climate-controlled environment both parties agree that completed purchases that are delayed shall be maintained in climate-controlled storage.

Orders shipped to the Client that are delayed. Typically, orders that ship to Clients will ship upon completion on the nearest available business day transport can be arranged on the pre-arranged terms. Clients contacting Lark Game Tables in advance of project completion must be mindful of the expected completion date and will have their projects moved to climate-controlled storage if 1) the Client requests a greater than 5 calendar days delay beyond the expected completion date, 2) has previously requested a delay and had become uncommunicative.

Orders picked up by Client. Orders must be picked up by you or scheduled by you for delivery within 10 calendar days of Lark Game Tables notifying you of completion. Orders not picked up from Lark Game Tables™ or scheduled for delivery by you within 10 calendar days of completion shall incur a minimum \$10 per day storage fee, plus storage expense fees. This minimum fee is subject to the size, weight, and fragility of storing your project.

The fees to move the item(s) to climate-controlled storage, maintain the item(s) in climate-controlled storage and remove the item(s) from climate controlled storage shall be borne by the party causing the delay.

Lark Game Tables™ shall not be obligated to store a customer's completed purchase indefinitely. Unless agreed to by both parties in writing prior to storing the project Abandonment terms apply.

Abandonment

Abandonment shall be defined as:

- forfeiture of rights to the project in writing by one party to the other party
- written instruction by the Client to Lark Game Tables™ to discontinue the production of the project
- written request by the Client to Lark Game Tables™ to delay or halt production of the project and then subsequent unresponsiveness by Client to Lark Game Tables™ written contact requests to the Client's email address on record for greater than Thirty [30] calendar days.
- request to delay the shipment or halt shipment and then subsequent unresponsiveness by Client to Lark Game Tables™ written contact requests to the Client's email address on record for greater than Thirty [30] calendar days.

Lark Game Tables™ abandonment of project

In the event Lark Game Tables™ opts to stop, abandon, discontinue the project, the decision to do so at the sole discretion of the Lark Game Tables™, the Client will be entitled to a refund not to exceed entire purchase price paid at time of purchase. Timeliness of the refund shall be in accordance with the terms of the Refund Policy.

Client Abandonment

In the event the Client Abandons the projects a refund will be handled in accordance with the following terms of the Returns, Refunds and Exchange Policy contained herein plus any storage fees incurred with rates be as set herein.

Assuming the Abandoned project will have a positive asset value justifying the attempt to resell the project, it shall be posted for sale as Ready To Ship.

Posting the Abandoned Project as Ready To Ship is agreed by the Client to be reasonable and the client shall have no expectation of a timeline to sell the table or increased sale price.

Upon sale of the Abandoned project the Client will be issued the net proceeds from the sale of item(s). Net proceeds being defined as sale price of the Abandoned project, less original purchase credit card processing fees incurred, minus Abandoned project credit card processing fees incurred, minus any storage fees and other directly associated costs such as administrative time posting and selling the Abandoned project.

For example, you ordered a Songbird Game Table for a total purchase price of \$4000 but later opted to abandon. It was agreed in writing by both parties prior to sale to post the Songbird Game Table as Ready To Ship at \$3000 to expedite the sale. The hypothetical refund works out as follows:

\$3000 Ready To Ship Sale
-\$120 original purchase credit card fees incurred (\$4k original price @3%)
-\$90 Ready To Ship credit card fees incurred (\$3k original price @3%)
-\$450 \$10 per day Terms of Service Storage Fee
-\$75 hypothetical: labor expenses incurred moving the project to from storage
=\$2385 returned to client

The above is a hypothetical example. Additional sales and storage expenses may be incurred. Lark Game Tables makes no guarantees on when or if an Abandoned Project will sell.

If the project value, whether before or after storage and posting as Ready To Ship, shall result in a negative asset value, the Client agrees to not hold Lark Game Tables responsible for the proper storage, inventory, care taking or physical security of the project and releases all claims to the property and shall hold Lark Game Tables harmless and NOT RESPONSIBLE.

Carrier

Shipment rescheduling fees, storage fees and other associated fees for projects with delivery dates unreasonably delayed by the Client shall be borne by the Client.

Shipping Policy

Shipping Methods

Crate and ship

- Tables
- Samples, accessories and topper stands ordered with tables

Parcel

- Samples, accessories and topper stands ordered independent of a table purchase

Client-pick up

- All products, when applicable

Communications

Lark will ship the project projects upon completion to the Client's address of record and notify the Client of the shipment within 24 hours of shipment. Tracking information will be forwarded if and when received by Lark Game Tables™ to the Client. Typically, parcel tracking becomes available within 24 hours. Freight tracking often takes several days to post but will be forward when received.

In order to prevent transport or climate exposure damage, the Client will respond to Communications from Lark Game Tables™ or the Shipper expeditiously and accept shipment of their project when it is complete i.e. ready for delivery and respond to request for payment or information from Lark Game Tables™ or the Carrier in an expeditious manner.

Shipping Fees

As a convenience to our Clients, most Lark Game Table products as listed as "FREIGHT INCLUDED" or "SHIPPING INCLUDED". These statements DO NOT include the following:

- fees associated with Client delays, change order, or rescheduling fees

- fees associated with Client misrepresentation or erroneous delivery information
- missed or delayed delivery appointment fees

To summarize: if you provide Lark or the carrier with incorrect information, delay the delivery, change the requirements for the delivery i.e. add items; remove items, change the delivery address, change the method of delivery, change the time of delivery, make last minute delivery changes, change the contact information, etc... the cost of delivery may have changed due to additional fees. THE COST DIFFERENCE WILL BE BILLED TO THE CLIENT AND IS PAYABLE BEFORE DELIVERY WILL BE COMPLETED.

Review your information at the time of purchase carefully! Notify us of changes in a timely manner! We are here to help where able.

Address changes

Projects will ship to the address provided by the Client at time of purchase. Address changes must be made in writing in advance of shipment. Any associated fees incurred by Lark Game Tables to change delivery addresses will be charged to the Client and must be paid before the purchase ships.

Freight Policy & General Instructions for delivery

It is critical that Lark Game Tables has a good contact phone number at the time of purchase. This is the phone number we will give the delivery company to contact you when your project is in-bound to you for delivery.

Lark Game Tables will contact you when your shipment is picked up by the carrier to provide you with delivery information, unpacking info, assembly instructions [topper stands shipping separately require minor assembly], if applicable.

Tracking info usually posts online in 1-2 days after pick-up. This tracking information is known as Bill of Lading [BOL] for most carriers, but some use the term PRO number.

Most shipments get picked up by a local freight company, get dropped off at an outbound warehouse, get loaded onto another truck that is headed in your direction, then get dropped off at an inbound terminal where a local delivery company will contact you a couple of days in advance to schedule delivery. The whole process usually takes about a week from pick up to delivery but can vary by distance, destination and current workloads.

Your shipping location must be accessible by a tractor-trailer truck. Discuss your situation with the freight representative that will contact you a day or two prior to delivery to schedule an appointment.

Your shipment includes liftgate service. This means the driver will use a pallet jack to take your order off his/her truck and place it curbside for your inspection and signature. In some cases, where available, the driver will place the crate in the nearest interior space i.e. garage. In no case will the driver uncrate and deliver the table and components into your home. From the curb into your home is your responsibility, so please make prior arrangements.

Please be prepared for this "curbside" delivery, as you are responsible for inspecting opening and inspecting the shipment at the time of arrival. Failure to do this will likely result in your inability to make a damage claim.

Shipping Damage

- SHIPPING DAMAGE CLAIMS CAN ONLY BE MADE AT THE POINT OF DELIVERY.
- The following damage reporting requirements apply:
 - Parcel.
 - Contact Lark Game Tables within 24 hours of delivery
 - Provide photos of the unopened box

- Provide copies of any tracking slips or information
- Provide a details description of the issues/damage
- Freight
 - Contact Lark Game Tables within 24 hours of delivery
 - Photos and written details pertaining to the damage
 - Photo of the Bill of Lading
 - Other relevant details pertaining to the delivery or damage claim

THE DELIVERY PROCESS & INSTRUCTIONS:

Watch our short DELIVERY VIDEO prior to delivery and have the required tools available on the day of delivery.

It is extremely important to inspect, photograph and note any damage that might be suspected and contact us immediately after delivery via email with photos and details if there were any issues.

Your notations and photos will allow us to make a claim for shipping damage on your behalf. Failure to do so makes it extremely difficult, nearly impossible, to make a claim.

We will work with you to take care of all the necessary arrangements to have the problem resolved. **INSPECT UPON DELIVERY!**

LARK GAME TABLES WILL NOT BE RESPONSIBLE FOR REPAIR OR REPLACEMENT OF PROJECT COMPONENTS THAT WERE LOST OR DAMAGED IN SHIPMENT IN ALL CASES WHERE THIS POLICY WAS NOT FOLLOWED BY CLIENT!

Purchase and Payment

By proceeding with your custom order and making an advance payment, you acknowledge and agree to these Terms and Conditions.

Online orders will be billed upon order for the total amount of the purchase (plus any tax and shipping costs) placed on the method of payment when the order is placed.

A signed sales order and deposit are required on all custom orders. The deposit is non-refundable and shall not be subject to charge-back, reversal of charges by the customer or, refund by Lark Game Tables™™. The deposit shall be applied to the balance owed by the customer to Lark Game Tables™™ upon pick up, shipment, abandonment by the customer, or delivery of your completed purchase.

Lark Game Tables™™ may contact you to confirm an Online order before we begin construction. In the event we are unable to reach you using the contact information you gave us we will not build your purchase until we hear from you. We do this to: i) add a layer of protection for our customers from online fraud, ii) make sure we have your order correct before building your purchase.

In the event full payment was not rendered at time of purchase, full payment is required before delivery, pick up, abandonment by the customer, or shipment.

All purchases from Lark Game Tables™™ are subject to the provisions of the Returns, Refunds & Exchange Policy contained herein.

If the customer opts to issue a check as final payment, Lark Game Tables™™ may delay delivery, shipment or pick up until the check has been deposited and has cleared.

Change requests or delays caused by the customer may cause the customer to incur additional fees and time delays.

Unless agreed otherwise in writing, designs, plans, drawings, and product photos taken or received by Lark Game Tables™™ remain the property of Lark Game Tables™™. Lark Game Tables™™ may use the designs, plans, drawings, product build photos and final product photos for marketing, sales and future project construction purposes.

E-payment services

Orders placed with Lark Game Tables™™ are made to order and custom in nature; therefore, advance payment is required.

By placing an order with Lark Game Tables™™ you agree to these Terms:

Online store terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

General conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Sales Tax

Clients in states where Lark Game Tables™ has a nexus of business operations are required to be charged the applicable sales tax which will be withheld by Lark Game Tables™ and remitted to the appropriate agency.

Accuracy, Completeness, and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Modifications to services and fees

We reserve the right at any time to modify or discontinue the E-payment 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 E-payment Service.

Credit card processor terms

Lark Game Tables™ uses a variety of credit card processors to include, but not limited to, Paypal, Square, Venmo. In addition to the Lark Game Tables™ Terms of Service contained herein you agree to these Terms:

- **Advance Payment Requirement.** To initiate production of any order, an advance payment is required. This advance payment is only refundable, whether partially or fully, in accordance with the Cancellations, Returns, Refunds and Exchange Policy contained herein. The payment amount will be communicated to you at the time of order placement and must be paid using a valid credit card or other accepted payment methods.
- **Payment Authorization.** By providing your card details and making an advance payment, you authorize us to charge the specified payment amount to your card. This charge will be processed at the time of order confirmation.
- **Custom Order Finalization and Balance Payment.** Upon completion of the custom order, any remaining balance must be paid in full before the order is shipped or delivered.
- **Chargebacks and Disputes.** Customers are encouraged to contact us directly regarding any disputes before initiating a chargeback with their issuer. Unauthorized chargebacks may result in additional fees and may impact future transactions with us.
- **Order Cancellation Policy.** If Lark Game Tables™ is unable to fulfill the custom order due to unforeseen circumstances, the customer will be notified, and a full refund of the advance payment will be issued in accordance with the Cancellations, Returns, Refunds and Exchange Policy.

- *Compliance with the credit card processor's regulations.* All transactions processed under these Terms comply with credit card processors rules and regulations.
- *Amendments.* We reserve the right to amend these Terms at any time. Changes will be effective upon posting on our website or direct communication to affected customers.

The United States Electronic Signatures in Global and National Commerce Act

You acknowledge and agree that your consent to these Terms and Conditions, and all other representations, acknowledgements, and agreements stated herein, are being provided in connection with transaction(s) that may or will affect interstate commerce, and, as such, you agree that such are subject to and shall be deemed to be in compliance with the U.S. Electronic Signatures in Global and National Commerce Act (the "Act"). You and Lark Game Tables™ each intend for the Act to apply to the fullest extent possible to validate Lark Game Tables™'s ability to conduct business with, communicate with, and send offers, and promotional materials, and other information and content permitted by these Terms and Conditions to you by electronic means and otherwise, and you grant consent for all such electronic transmissions.

Maryland and New Jersey Residents

The Client agrees that given the custom nature of the products being sold, Lark Game Tables™ is NOT required to allow you to exercise the rights to cancel your order if we fail to deliver your order within two (2) weeks of the estimated delivery date, or cancel the order and receive a full refund or credit equal to your deposit or modify the order by ordering another item, or select a new delivery date. Any delays in processing orders for Maryland or New Jersey residents shall instead be given expedited status and a full refund will be of the original purchase price will be refunded by Lark Game Tables to the Client once Thirty [30] days have past since the Client made a request for a refund if the original order has NOT shipped.

State of California Proposition 65 Warning

Products may contain one or more chemicals known to the State of California to cause cancer or reproductive harm.

Cancellations, Returns, Refunds and Exchange Policy

- Returns typically get processed within 1-2 business days of receipt of return to Lark Game Tables.
- Refunds will be the original method of payment. Refunds will be processed in accordance with this timeline; however, you may not see the funds back in your account for approximately 5 business days, subject to the credit card processors' policies for processing refunds.
- The timeline for exchanges depends on in-stock inventory to manufacture your project or component and are subject to prevailing lead times. We will update you upon receipt when processing your exchange.

	Before the purchase(s) ships	After the purchase(s) ships		
		No Damage	Damage recorded <u>AT</u> time of delivery ^{Note8}	Damage recorded <u>AFTER</u> time of delivery
Returns	Not applicable	Yes. See notes 1,2,3,6	Yes.	No

Refunds	Yes. See note 3	Yes. See notes 1,2,3,6	Yes. See note 4	No. See note 5,7
Exchanges	Yes, See note 3	Yes. See notes 1,2,3,6	No	No

Note 1. Pre-authorization required. No pre-authorized returns will be accepted.

Note 2. Must be returned in new condition and in original packaging.

Note 3. Refund will be original purchase amount, less 10% and applicable transportation fees incurred. For example, if you cancel your order a week before it ships and freight has been scheduled the refund will be the original purchase amount less 10% AND any fees paid to cancel the shipment.

Note 4. Damage must be recorded at time of delivery in accordance with the Lark Shipping Terms

Note 5. Replacement parts are available for purchase. Contact Lark Game Tables for pricing and details.

Note 6. Client responsible for return freight/parcel scheduling and associated fees.

Note 7. Lark Game Tables schedules and pays freight/parcel for replacement parts.

Note 8. Reference the Lark Game Tables Shipping Policies found in the Terms of Service for complete instructions. Additionally an online video tutorial and checklist are available on the Lark Game Tables website in the Shipping footer section of the website. **IT IS CRITICAL CLIENTS FOLLOW THESE POLICIES IN ORDER TO PROPERLY RECEIVE THEIR ORDERS AND BE ABLE TO MAKE DAMAGE CLAIMS SHOULD ISSUES ARISE!**

Privacy Policy

Lark Game Tables™, (the “Company” or “we”) has developed this privacy policy out of respect for the privacy of our customers, visitors to our website, job applicants, and independent contractors. This policy describes the personal information we collect, use, and disclose about individual consumers, applicants, and contractors who visit or interact with this website, visit any of our offices, stores, facilities or locations, purchase or inquire about any of our products or services, contract with us to provide services, apply for a position of employment, or otherwise interact or do business with us.

Whenever you visit our website, we will collect some information from you automatically simply by you visiting and navigating through this site, and some voluntarily when you submit information using a form on the website, utilize the Live Chat feature on our website, enroll in or subscribe to our newsletter or marketing communications, request information, or use any of the other interactive portions of our website. Through this website, we will collect information that can identify you and/or your activity. Additionally, whenever you communicate, interact or do business with us, whether online or at any of our physical locations or facilities, or whether you are contracted to perform services for us or apply for a position of employment, we will be collecting personal information from you or about you in the course of our interaction or dealings with you.

This policy does not apply to our current and former employees and their family members, dependents, and beneficiaries; if you are a California resident who is a current or former employee of the Company or a family member, dependent, or beneficiary of any of our current or former employees, you may request access to our Employee Privacy Policy by sending an email to info@larkgametables.shop

We do NOT and will not sell or share your personal information in exchange for monetary consideration. However, we may sell for other valuable consideration or share for cross-context behavioral advertising some of your personal information with third parties, as noted in the table above.

We may sell or share your personal information for the following business purposes:

To provide interest based and targeted advertising

Other than these exceptions, we do not and will not disclose your personal information to any third party in exchange for monetary or other valuable consideration or share your personal information for cross-context behavioral advertising.

Consent to Share Personal Information When Using Live Chat Function

By using the Live Chat feature, you consent to our collection and analysis of all personal information provided. We process, analyze, and store the contents of the chat on our behalf. The Chat Vendor may provide information in the chat to marketing partners and/or their affiliated entities, distributors, agents, and contractors. The Chat Vendor may also use the information analyzed or processed from the chat for targeted advertising purposes. For more information on how the Chat Vendor may use or disclose your personal information, please review their privacy policy [HERE](#). By using these forms and features, you direct the Company to disclose to and share with the Chat Vendor any personal information you provide in the chat. You cannot use the Live Chat feature without consenting to these terms and to the disclosure of your personal information to the Chat Vendor who may use or disclose the information for their own commercial purposes. If you do not consent to such disclosure, please do NOT use the Live Chat feature.

Collection of Personal Information and Sensitive Personal Information

Based on your specific transactions and interactions with us or our website, we will or may collect, and we have in the last 12 months collected, the following categories of personal information about you. For each category of information, the categories of third parties and service providers to whom we have disclosed the information in the last 12 months are referenced below. The examples provided for each category are not intended to be an exhaustive list or an indication of all specific pieces of information we collect from or about you in each category, but rather the examples are to provide you a meaningful understanding of the types of information that may be collected within each category.

Personal information does not include:

Publicly available information from government records.

Information that a business has a reasonable basis to believe is lawfully made available to the general public by the consumer, independent contractor, or applicant, or from widely distributed media.

Information made available by a person to whom the consumer, independent contractor, or applicant has disclosed the information if the consumer, independent contractor, or applicant has not restricted the information to a specific audience.

Deidentified or aggregated information.

We may collect your personal information from the following sources:

- You the consumer, independent contractor, or job applicant, when you visit the website and voluntarily submit information through forms on the website or social media, when you visit any of our stores or physical locations, when you purchase or inquire about any of our products or services, when you utilize the Live Chat feature on the website, when you enter into a contract to perform services for us, or when you apply for a position of employment
- Our employees, contractors, vendors, suppliers, guests, visitors, other consumers, and customers based on your interactions with them (if any)
- We utilize cookies to automatically collect information about our website visitors
- Surveillance cameras at our physical locations
- Lead generators and referral sources
- Credit and consumer reporting agencies
- HR support vendors
- Recruiters
- Staffing agencies
- Social media platforms
- Company-issued computers, electronic devices, and vehicles
- Company systems, networks, software applications, and databases you log into or use
- Company systems, networks, software applications, and databases you log into or use in the course of applying for a position with the Company, interacting with our website, or otherwise interacting with us in any other

capacity, including from vendors the Company engages to manage or host such systems, networks, applications or databases

- Personal references and former employers (if you are a job applicant)
- Schools, universities, or other educational institutions which you attended (if you are a job applicant)
- From friends, family, or colleagues who choose to email you job postings that they think you may be interested in from our application platform or careers page
- We may disclose, sell, or share your personal information to/with the following categories of service providers, contractors, or third parties:
 - Financial institutions
 - Lead providers
 - Government agencies
 - Promotional or other fulfillment vendors
 - Marketing support vendors and vendors that support managing or hosting the website and the Chat function on the website
 - Transaction support vendors (e.g., check guaranty, payment processors)
 - Data analytics vendors
 - Professional employer organizations, recruiting firms, and/or staffing agencies
 - Consumer reporting agencies or credit reporting agencies
 - Talent acquisition management systems, and other vendors providing services for purposes of our human resources information system (HRIS) and management of job applicant data and recruiting process
 - Security and risk management vendors, including IT, cybersecurity, and privacy vendors and consultants
 - Corporate customers (meaning an entity, as opposed to a natural person, that purchases any of our products)

We may collect your personal information for the following business purposes:

- To fulfill or meet the purpose for which you provided the information.
- To process and submit financing applications, including to apply for credit, or credit pre-qualification.
- To process, complete, and maintain records on transactions.
- To provide warranty coverage on products and services.
- To retain your selection for Text opt in/opt out to ensure customers who opted out are not sent any text messages.
- To provide and communicate recall notifications to customers.
- To schedule, manage and keep track of customer appointments.
- To complete appraisals.
- To maintain records of when customers decline a service or sale.
- To respond to consumer inquiries, including requests for information, customer support online, Live Chat on the website, phone calls, and in-store inquiries.
- To provide interest-based and targeted advertising.
- To contact you by email, telephone calls, mail, SMS, or other equivalent forms of communication regarding updates or informative communications related to the functionalities, services, or other information you requested or asked the Company to provide to you.
- To improve user experience on our website.
- To understand the demographics of our website visitors.
- To detect security incidents.
- To debug, identify, and repair errors that impair existing intended functionality of our website.
- To protect against malicious or illegal activity and prosecute those responsible.
- To verify and respond to consumer requests.
- To prevent identity theft.

Notice of Right to Opt-Out of the Selling and Sharing of Information and the Processing of Sensitive Data
Notice of Right to Opt-Out of the Selling and Sharing of Your Information, the Processing of Sensitive Data, and Profiling
Depending on your state of residence, some or all of the below may apply to you.

While we do not sell or share your personal information in exchange for money, we may sell or share your personal information for other valuable considerations. You may have the right to tell us NOT to sell or share your personal information. You may have the full and free right to opt-out of our disclosure of your personal information to any third parties where the disclosure constitutes "selling" or "sharing". Additionally, you may have the right to opt out of the sale of your Personal Information to third parties, the use of your Personal Information for targeted advertising, or profiling

in furtherance of decisions that produce legal or similarly significant effects concerning you. You may exercise your right to opt-out without fear of discrimination for doing so.

To opt-out of our selling or sharing of your information, meaning, we will not disclose your information to third parties for any monetary or other valuable consideration, you can do any of the following: please email us at info@larkgametables.shop with your request.

Retention of Personal Information

We will retain each category of personal information in accordance with our established data retention schedule:

- Transaction-related data. 12 months
- Transaction-support date. 12 months
- Facilities data. Off site. Typically, no more than 3 months.
- Employment information. Duration of employment relationship + 12 months

Some of the retention periods in the retention schedule above are measured from a particular point in time that has not occurred yet, such as the end of employment or end of a relationship (whether business, contractual, or transactional) plus a certain number of years. Where no particular event is defined in the retention schedule as the point from which the retention period is measured, we will measure the retention period from either (1) the date the record or data was collected, created, or last modified, (2) the date of the particular transaction to which the record or data pertains, or (3) another triggering event that is determined to be reasonable and appropriate based on the nature of the data and the legal/business needs for its continued use.

In deciding how long to retain each category of personal information that we collect, we consider many criteria, including, but not limited to: the business purposes for which the Personal Information was collected; relevant federal, state and local recordkeeping laws; applicable statute of limitations for claims to which the information may be relevant; and legal preservation of evidence obligations.

Third Party Vendors

We may use other companies and individuals to perform certain functions on our behalf. Examples include administering e-mail services, offsite security footage databases and running special promotions via marketing support vendors. Such parties only have access to the personal information needed to perform these functions and may not use or store the information for any other purpose.

Business Transfers

In the event we sell or transfer a particular portion of its business assets, information of consumers, contractors and applicants may be one of the business assets transferred as part of the transaction. If substantially all of Our assets are acquired, information of consumers, contractors and applicants may be transferred as part of the acquisition.

Compliance with Law and Safety

We may disclose specific personal and/or Sensitive Personal Information based on a good faith belief that such disclosure is necessary to comply with or conform to the law or that such disclosure is necessary to protect our employees or the public.

Use of Cookies and Other Tracking Technologies

Cookies are small files that a website may transfer to a user's computer that reside there for either the duration of the browsing session (session cookies) or on a permanent, until deleted, basis (persistent cookies) that may be used to identify a user, a user's machine, or a user's behavior. We make use of cookies under the following circumstances and for the following reasons:

- Provide you with services available through the website and to enable you to use some of its features
- Authenticate users and prevent fraudulent use of user accounts
- Identify if users have accepted the use of cookies on the website
- Compile data about website traffic and how users use the website to offer a better website experience

- Understand and save visitor preferences for future visits, such as remembering your login details or language preference, to provide you with a more personal experience and to avoid you having to re-enter your preferences every time you use the website
- Track your browsing habits to enable us to show advertising which is more likely to be of interest to you, including advertising by third parties on our website
- You may delete cookies from your web browser at any time or block cookies on your equipment, but this may affect the functioning of or even block the website. You can prevent saving of cookies (disable and delete them) by changing your browser settings accordingly at any time. It is possible that some functions will not be available on our website when use of cookies is deactivated. Check the settings of your browser
- External Links
- Our website contains links to other sites. We are not responsible for the privacy practices or the content of such websites. To help ensure the protection of your privacy, we recommend that you review the Privacy Policy of any site you visit via a link from our website.

Passwords

The personal data record created through your registration with our website can only be accessed with the unique password associated with that record. To protect the integrity of the information contained in this record, you should not disclose or otherwise reveal your password to third parties.

Children Under the Age of 16

We do not knowingly sell or share the personal information of consumers under 16 years of age.

How We Protect the Information that We Collect

The protection of the information that we collect about visitors to this website is of the utmost importance to us and we take every reasonable measure to ensure that protection, including:

- We use commercially reasonable tools and techniques to protect against unauthorized access to our systems.
- We restrict access to private information to those who need such access in the course of their duties for us.
- We do not target, market to, or offer our products or services to consumers outside of the United States. You agree not to submit your personally identifiable information through the website if you reside outside the United States.

Consumer Rights

Based on your state of residence, you may have some or all of the following rights:

Right to Know. The right to request,

- (1) the categories of personal information we have collected about you,
- (2) the categories of sources from which the personal information was collected,
- (3) the business or commercial purpose for collecting, selling, or sharing this information,
- (4) the categories of third parties with whom we share or have shared your personal information,
- (5) as applicable, the categories of personal information that we have sold or shared about you and the categories of third parties to whom the personal information was sold or shared, by category or categories of personal information for each category of third parties to whom the personal information was sold or shared, and
- (6) the categories of personal information that we have disclosed about you for a business purpose and the categories of persons to whom it was disclosed for a business purpose;

Right to Access. The right to request that we disclose to you, free of charge, the specific pieces of personal information we have collected about you;

Right to Delete. The right to request that we delete personal information that we collected from you, subject to certain exceptions;

Right to Correct. The right to request that we correct inaccurate personal information (to the extent such an inaccuracy exists) that we maintain about you;

Right to Opt-Out. The right to opt-out of certain uses of your personal information;

Right to Limit. The right to limit the use or disclosure of your sensitive personal information; we maintain about you; The right to designate an authorized agent to submit one of the above requests on your behalf. To do so, you must either (a) execute a valid, verifiable, and notarized power of attorney or (b) provide other written, signed authorization that we can then verify;

The right to not be discriminated or retaliated against for exercising any of the above rights;

The right to appeal our refusal to take action on a request. You can submit a request to one of the above rights via online request on our website at info@larkgametable.shop Please mention that you are making a "Right to" inquiry

How We Will Verify That it is Really You Submitting the Request

When you submit a Right to Know, Right to Access, Right to Delete, or Right to Correct request through one of the methods provided above, we will ask you to provide some information in order to verify your identity and respond to your request. Specifically, we will ask you to verify information that can be used to link your identity to particular records in our possession, which depends on the nature of your relationship and interaction with us.

Shine the Light:

The California Civil Code permits California Residents with whom we have an established business relationship to request that we provide you with a list of certain categories of personal information that we have disclosed to third parties for their direct marketing purposes during the preceding calendar year. To make such a request, please send an email to info@larkgametables.shop Please mention that you are making a "California Shine the Light" inquiry

Consent to Terms and Conditions

By using this website, you consent to all terms and conditions expressed in this Privacy Policy.

Changes to Our Privacy Policy

As our services evolve and we perceive the need or desirability of using information collected in other ways, we may from time to time amend this Privacy Policy. We encourage you to check our website frequently to see the current Privacy Policy in effect and any changes that may have been made to them. If we make material changes to this Privacy Policy, we will post the revised Privacy Policy and the revised effective date on this website. Please check back here periodically or contact us at the address listed at the end of this Privacy Policy.

Questions About the Policy or Consumers With Disabilities

If you have any questions about this Privacy Policy, please contact us at info@larkgametables.shop

Additional Legal Terms

Governing Law

The Customer/Client agrees that both Lark Game Tables™ LLC and the Customer shall be bound by laws under the Texas UCC (Uniform Commercial Code) for these Terms of Service and any separate agreements whereby Lark Game Tables provide You services or goods. In any case where Texas UCC (Uniform Commercial Code) may not be applicable the Client agrees that a bespoke product is being purchased and naturally occurring variations are to be expected and reasonable.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any

related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phishing, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Dispute Resolution

Mandatory Arbitration: THE CLIENT AND LARK GAME TABLES AGREE THAT ANY DISPUTE OR CLAIM BETWEEN THE CLIENT AND LARK GAME TABLES OR ANY AFFILIATE OF LARK GAME TABLES OR ANY OF THEIR PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, OR ASSIGNS, OR ANY THIRD PARTY DELIVERY SERVICE PROVIDER SELECTED BY LARK GAME TABLES TO DELIVER THE CLIENT FURNITURE, INCLUDING BUT NOT LIMITED TO ANY DISPUTE OR CLAIM THAT RELATES IN ANY WAY TO ANY PRODUCT OR SERVICE SOLD OR DISTRIBUTED BY LARK GAME TABLES, TO ANY TRANSACTION WITH LARK GAME TABLES, TO ANY WARRANTY, TO THE TERMS AND CONDITIONS OF SALE, TO THE FINANCING OF ANY PURCHASE FROM LARK GAME TABLES, TO THE COLLECTION OR STORAGE OF PERSONAL INFORMATION, OR TO THE TERMS OF USE OR THE PRIVACY POLICY, INCLUDING DISPUTES OR CLAIMS UNDER FEDERAL OR STATE STATUTES OR TORT LAW ("DISPUTE") MUST BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY, EXCEPT THAT THE CLIENT OR LARK GAME TABLES MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT AND THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE) BASIS.

This Dispute Resolution/Arbitration Agreement ("Agreement") applies to Disputes arising before, on, or after the date of The Client purchase, regardless of whether any warranty is in effect.

The Client and LARK GAME TABLES waive the right to a trial by jury and any right to have a Dispute heard in court. In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief, and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. A single arbitrator with the American Arbitration Association ("AAA") will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in Williamson County, Texas or another mutually agreed location. The AAA's Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply. The AAA's rules and a form that can be used to initiate arbitration proceedings are available at www.adr.org or by calling 1-800-778-7879. The Client and LARK GAME TABLES agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Agreement.

The Federal Arbitration Act ("FAA") applies to this Agreement and governs its interpretation and enforcement. The arbitrator will decide all issues relating to the enforceability, interpretation, scope, and application of this Agreement (including "gateway" issues of arbitrability), the Terms and Conditions of Sale, the Limited Warranty and any other warranty, the Terms of Use, and the Privacy Policy, except that a court will resolve any question regarding the validity or enforceability of Section 2 of the Agreement. The term "Dispute" and the requirement to arbitrate will be broadly interpreted. The Agreement will survive termination of any warranty.

Non-Arbitration and Jury Waiver: The Client and LARK GAME TABLES agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) The Client and LARK GAME TABLES waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither The Client nor LARK GAME TABLES may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.

Limitation of Liability and Disclaimer of Warranties

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without giving notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Lark Game Tables™ our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend and hold harmless Lark Game Tables™ Inc and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Entire Agreement

This Agreement contains the entire agreement and understanding by and between Parties with respect to the subject matter hereof, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. This Agreement shall be binding upon, and shall inure to the benefit of, Lark Game Tables™ and you, and their respective successors and/or assigns. However, you may not assign this agreement or any duties hereunder without the prior express written authorization of Lark Game Tables™. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement. Neither party shall be liable for the failure to perform its obligations under this

Agreement due to events beyond such party's reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God, or acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any court or governmental body. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or shall be deemed a valid waiver of such provision at any other time.