

## **Website Terms of Use**

### **I. Welcome to Carat Corp.'s Website.**

Welcome to the website of Carat Corp. (the "Company"). **If you visit or shop on this website, you accept and are subject to and bound by these Website Terms of Use (the "Terms of Use").** All of our visitors and customers must read this document carefully.

### **II. Privacy.**

Our Privacy Policy (also located on this website) is incorporated in and made part of these Terms of Use. Please take a few minutes to read the Privacy Policy which also governs your visit to and use of this website.

### **III. Intellectual Proprietary Rights.**

The Company owns intellectual property that is exclusive to the Company. The works of authorship contained in this website and in the domain [www.caratcorp.com](http://www.caratcorp.com), including but not limited to all design, text and images, are owned, except as otherwise expressly stated, by the Company and may not be copied, reproduced, transmitted, displayed, performed, distributed, rented, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part in any manner without the prior written consent of the Company. You acknowledge and agree that this website is proprietary and belongs exclusively to the Company. Moreover, Carat Corp. name & logo are trademarks of the Company. All other featured brands and logos are service/trademarks of their respective owners. These materials are protected by intellectual property and other laws. Your use of this website is permitted by a use license, as set forth below. The license is personal and non-transferable. You agree not to modify, copy, create derivative works of or to otherwise permit any party to, attempt to appropriate the Company's intellectual property.

No jewelry style, design, photograph or information from this website may be copied, reproduced or used without the expressed written consent of the Company. The Company owns the copyright in all designs shown on this website, except where otherwise noted.

### **IV. Return and Refund Policy.**

There will be no returns, refunds or exchanges for any jewelry ordered on this website. Please place your orders carefully.

### **V. License.**

The Company grants you a limited license to access and make personal use of this website. You are not permitted to download, copy, or modify this website for your personal or other use unless expressly permitted by the Company. You are not permitted to use this website, or any part of this website, for commercial purposes. Furthermore, you may not, nor may you allow others, directly or in indirectly, to attempt to or actually: disrupt, disable, or impair or inhibit another from using our website; transmit any software, device, routine, or other materials that

contain any virus, work, time bomb, trojan horse, or other material that contains any virus, worm, or other harmful, destructive, or disruptive component; use any robot, spider, site search/retrieval application, or any other manual or automated device to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of our services or materials; collect or harvest any information about other visitors or users of our website or our employees, officers, directors, or agents; and/or to obtain or attempt to obtain any materials or information through any means not expressly available through our services and materials.

## **VI. Linking.**

Unless you have an express license from the Company that states otherwise, you may not provide any hypertext or other link to this website. Any unauthorized third party sites linked from this website are not under the Company's control, and the Company does not assume any responsibility or liability for any communications or materials available at such linked sites. The Company does not intend any authorized links on this website to be referrals or endorsements of the linked entities and such links are permitted and provided for convenience only.

## **VII. Information Provided by Third Parties.**

Some information and material contained on this website is obtained from third party sources that are believed by the Company to be accurate and reliable. The Company makes no warranty that product descriptions or other content is complete, current, or error-free. Because of the possibility of human and mechanical error as well as other factors, the Company is not responsible for any errors or omissions, with all information being provided "as is" without warranty of any kind. The Company makes no representations and disclaims all express, implied, and statutory warranties of any kind to users and/or any third party, including without limitation warranties as to accuracy, timeliness, completeness, merchantability, fitness for any particular purpose or intellectual property noninfringement.

## **VIII. Limitation and Disclaimer of Warranties.**

To the maximum extent permitted by law, the Company has no liability in tort, contract, or otherwise (and as permitted by law, product liability), to any visitor, user, customer, and/or any third party. The Company shall under no circumstance be liable to you or any third party for any lost profits or lost opportunity, direct, indirect, special, consequential, incidental, or punitive damages whatsoever, even if the Company has been advised of the possibility of such damages. Some U.S. states and foreign countries provide rights in addition to those above or do not allow the exclusion or limitation of implied warranties or liability or incidental or consequential damages. Therefore, the above limitations may not apply to you or there may be state provisions which supersede the above. Any clause of these Terms of Use declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder. The provisions of these Terms of Use may only be amended by the Company and are governed by the laws of the State of Florida.

**USE OF THE COMPANY'S WEBSITE IS AT YOUR SOLE RISK. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY THAT ITS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR NOT, WHICH MAY RESULT FROM THE USE OF THIS WEBSITE.**

**IX. Applicable Law and Venue.**

This website is created at the direction of and controlled by the Company in the State of Florida, USA. Any issue arising out of or relating to the Company's website, these Terms of Use, the Privacy Policy, or any related issue shall be governed by the laws of the State of Florida without giving effect to any principles of conflicts of laws and venue for any such issue shall be in Orlando, Orange County, Florida.

**X. Dispute Resolution.**

You agree that any dispute arising out of or relating to the Company's website, these Terms of Use, the Privacy Policy or any related issue shall be heard in the Circuit Court in and for Seminole County, Florida without regard to diversity of jurisdiction or the amount in controversy. You agree that any such dispute shall be heard by a judge and you agree to waive any and all rights to trial by jury.

**XII. Changes to Website and Terms of Use.**

The Company reserves the right to make changes to its website, the Privacy Policy and these Terms of Use at any time. If any provision is declared invalid, void, or unenforceable, it shall be deemed severable and shall not affect the validity or enforceability of any other provision.

**XII. Contact the Company.**

In writing:

Carat Corp.  
321 Montgomery Rd #160595  
Altamonte Springs FL 32716

Via electronic mail:

info@caratcorp.com