

## Agreement between user and Alex&er Jewellery.

Welcome to Alex&er Jewellery.com. Alex&er Jewellery is a designer, producer and retailer of uniquely designed goods and jewellery. The Alex&er Jewellery.com website (the "Site") is an E-Commerce site and is comprised of various web pages operated by Alex&er Jewellery and Alex&er Jewellery's affiliates, including but not limited to Alex&er Jewellery Retail LLC and Alex&er Jewellery LA Retail LLC (collectively referred to as "Alex&er Jewellery"). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these Terms carefully, and keep a copy of them for your reference.

From time to time we may update this Site and these Terms. Alex&er Jewellery reserves the right, in its sole discretion, to change the Terms under which the Site is offered. If we change the Terms in any material way, we will attempt to provide appropriate notice to you via email. Your use of this Site after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version.

## Privacy

Your use of the Site is subject to Alex&er Jewellery's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## Electronic Communications

Visiting the Site or sending emails to Alex&er Jewellery constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## Consent

You consent to Alex&er Jewellery and its vendors collecting and/or accessing and using any communications with you and any data collected from you. You further consent to Alex&er Jewellery and its vendors processing such communications and data for business purposes and as Alex&er Jewellery otherwise deems necessary. You further agree that the collection of and/or access to and use of the communications and other data does not and will not violate any right of privacy, personal or proprietary right, or other common law or statutory right.

## Your Account

If you use this Site and open an account, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You further agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Alex&er Jewellery is not responsible for third party access to your account that results from theft or misappropriation of your account. Alex&er Jewellery and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Alex&er Jewellery does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use Alex&er Jewellery.com only with permission of a parent or legal guardian.

## Terms of Sale

Please note that occasional pricing and other errors may occur on the Site. Access to the Site

does not constitute the right to purchase products featured. Alex&er Jewellery is not responsible for typographical, pricing or other errors. Products and prices of products described on the Site are subject to change at any time without notice. Alex&er Jewellery reserves the right to limit quantities of products purchased. Alex&er Jewellery also reserves the right to revise pricing, products and other errors and to cancel any order you have placed if there was an error concerning the price or availability of any item you ordered when you placed the order, even if you have received an order confirmation. If your credit card has already been charged for the purchase and your order is cancelled, Alex&er Jewellery will issue a credit to your credit card account in the amount of the charge. Your bank or credit card company policies will determine when this amount is credited to your account.

#### Cancellation/Refund Policy

Alex&er Jewellery takes pride in its products and stands behind its services. Alex&er Jewellery makes it a priority to ensure your utmost satisfaction and to do its best to handle any matter with fairness and responsibility.

#### Colours:

A note about colours. Alex&er Jewellery has made every effort to display as accurately as possible the colours of Alex&er Jewellery products that appear on [www.alexanderjewellery.co.uk](http://www.alexanderjewellery.co.uk). However, as computer monitors vary, Alex&er Jewellery cannot guarantee that your monitor's display of any colour will be completely accurate.

#### Jewellery Return Policy:

Alex&er Jewellery accepts returns of unused, unworn, unaltered, and undamaged items within 30 days of purchase. All returns must include original packaging: any boxes, bags, and other packaging materials. Proof of purchase will be required for all returns and exchanges.

#### Use of Credit Card

A valid credit card or debit card number is required for payment. Separate charges for shipping and handling will be added to the price of the products ordered. Title to all products and risk of loss or damage will pass to the buyer upon shipment from Alex&er Jewellery. It is your responsibility to comply with all applicable local, state, federal, and foreign laws in regard to the possession, use, and sale of any item purchased from the Site. By placing an order, you represent that the products ordered will be used only in a lawful manner.

If you purchase any product or service made available through the Site, you will need to provide certain information relating to your purchase, including without limitation your credit or debit card number, the expiration date of your credit card, your billing address, and your shipping information. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT/DEBIT CARD(S) UTILISED IN CONNECTION WITH ANY TRANSACTION.** You also grant us or the third vendor collecting that information on our behalf the right to provide such information to third parties for processing the transactions initiated by you or on your behalf. We may also need to conduct certain verification of information prior to processing any transaction.

#### Links to Third Party Sites/Third Party Services

Alex&er Jewellery.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Alex&er Jewellery and Alex&er Jewellery is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Alex&er Jewellery is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Alex&er Jewellery of the site or any association with its operators.

Certain services made available via Alex&er Jewellery.com are delivered by third party sites and

organisations. By using any product, service or functionality originating from the [www.alexanderjewellery.co.uk](http://www.alexanderjewellery.co.uk) domain, you hereby acknowledge and consent that Alex&er Jewellery may share such information and data with any third party with whom Alex&er Jewellery has a contractual relationship to provide the requested product, service or functionality on behalf of [www.alexanderjewellery.co.uk](http://www.alexanderjewellery.co.uk) users and customers.

#### Limitations on Your Use of the Site and Alex&er Jewellery Content

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Alex&er Jewellery that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Site, such as text, graphics, logos, images, trademarks, service marks as well as the compilation thereof, and any software used on the Site, is the property of Alex&er Jewellery or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all trademark, copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. Nothing on the Site shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark, logo or service mark displayed on the Site without the owner's prior written permission, except as otherwise described herein. Alex&er Jewellery reserves all rights not expressly granted in and to the Site and its content. The Site and all of its content, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, is protected as a compilation under the copyright or trademark laws of the United States and other countries.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Alex&er Jewellery content is not for resale. Your use of the Site does not entitle you to make any unauthorised use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Alex&er Jewellery and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. Alex&er Jewellery does not grant you any licenses, express or implied, to the intellectual property of Alex&er Jewellery or our licensors except as expressly authorised by these Terms.

#### Third Party Accounts

You will be able to connect your Alex&er Jewellery account to third party accounts. By connecting your Alex&er Jewellery account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

#### International Users

The Service is controlled, operated and administered by Alex&er Jewellery from our offices within the UK. If you access the Service from a location outside the UK, you are responsible for compliance with all local laws. You agree that you will not use the Alex&er Jewellery Content accessed through [www.alexanderjewellery.co.uk](http://www.alexanderjewellery.co.uk) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## Indemnification

You agree to indemnify, defend and hold harmless Alex&er Jewellery, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Alex&er Jewellery reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Alex&er Jewellery in asserting any available defences.

## Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. Alex&er Jewellery, INC. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

ALEX&ER JEWELLERY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. ALEX&ER JEWELLERY, INC. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALEX&ER JEWELLERY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ALEX&ER JEWELLERY, INC. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

## Termination/Access Restriction

Alex&er Jewellery reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. Use of the Site is unauthorised in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between

you and Alex&er Jewellery as a result of this agreement or use of the Site. Alex&er Jewellery's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Alex&er Jewellery's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Alex&er Jewellery with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

#### Jurisdiction

The Site is controlled and operated by Alex&er Jewellery from within the United States, and is not intended to subject Alex&er Jewellery to the laws or jurisdiction of any country other than that of the United States. Alex&er Jewellery may limit the availability of the Site, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. These Terms will be governed by and construed in accordance with the laws of the state of Florida, USA without regard to conflicts of laws principles. By using this Site, you consent to the jurisdiction of, and agree that any and all disputes regarding these Terms and/or use of the Site not subject to the arbitration provision set forth herein will be brought before, the federal, state, and local courts located in Staffordshire Moorlands, UK.

#### ARBITRATION OF DISPUTES

INSTEAD OF SUING IN COURT, YOU AGREE THAT ANY DISPUTE RELATING IN ANY WAY TO THESE TERMS OF USE, YOUR USE OF THE SITE OR PRODUCTS PURCHASED HERE SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN STAFFORDSHIRE, UK. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED UNDER THE PREVAILING RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THESE RULES ARE DIFFERENT FROM THOSE FOUND IN A COURT BECAUSE, AMONG OTHER REASONS, THERE IS NO JUDGE OR JURY, AND REVIEW IS LIMITED. AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, HOWEVER, AND MUST HONOUR THE SAME LIMITATIONS STATED IN THESE TERMS OF USE AS A COURT WOULD. THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ALL ARBITRATIONS SHALL PROCEED ON AN INDIVIDUAL BASIS. THE ARBITRATOR IS EMPOWERED TO RESOLVE THE DISPUTE WITH THE SAME REMEDIES AVAILABLE IN COURT, HOWEVER, ANY RELIEF MUST BE INDIVIDUALISED TO YOU AND SHALL NOT AFFECT ANY OTHER CUSTOMER. YOU AND ALEX&ER JEWELLERY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER IN ARBITRATION ONLY IN YOUR OR THEIR RESPECTIVE INDIVIDUAL CAPACITIES AND IN SO DOING YOU WAIVE THE RIGHT TO A TRIAL BY JURY, TO ASSERT OR PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION (EITHER AS A NAMED-PLAINTIFF OR CLASS MEMBER), AND TO ASSERT OR PARTICIPATE IN ANY JOINT OR CONSOLIDATED LAWSUIT OR JOINT OR CONSOLIDATED ARBITRATION OF ANY KIND.

#### Entire Agreement and Admissibility

This agreement and any policies or operating rules posted on the Site constitute the entire agreement and understanding between you and Alex&er Jewellery with respect to the subject matter thereof

and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the Site to the same extent and subject to the same conditions as other business documents

and records originally generated and maintained in printed form. It is the express wish to the

parties that this agreement and all related documents be written in English.

If any provision of these Terms or the application thereof is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and such provision shall be replaced in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

Intellectual Property Infringement Notification.

If you are a trademark or copyright owner and you believe that your rights have been violated in any way by Alex&er Jewellery, please contact Alex&er Jewellery by email at [contact@alexanderjewellery.com](mailto:contact@alexanderjewellery.com) Jewellery.com or by post: Attn:

Alex&er Studio, Stanley Road, Stanley, Stockton Brook, Staffordshire Moorlands, S-o-T, ST9 9LL

Our agent information is provided pursuant to the Digital Millennium Copyright Act, 17 U.S.C. §512(c)(2).

## Contact Us

Alex&er Jewellery welcomes your questions or comments regarding the Terms. You may contact us as follows:

Alex&er Jewellery, Inc.  
Alex&er Studio,  
Stanley Road,  
Stanley,  
Stockton Brook,  
Staffordshire Moorlands,  
ST9 9LL

Email Address:  
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Telephone number:  
07826924420

Effective as of 1st January, 2017.