

Terms and Conditions

Last updated: August 5, 2019

These Terms and Conditions (alternatively, "Terms" or "Terms and Conditions") govern your relationship with ÂME Creations LLC ("ÂME Creations ", "us", "we", or "our") including the website and online store that it operates at <http://www.ame.jewelry> (the "Service").

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. The Terms apply to all visitors, users, customers and others who access or use the Service.





By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then please do not use the Service or any part of thereof. Accordingly, your use of the Services (through any device, including but not limited to computer, laptop, smartphone, tablet, etc.), constitutes and expresses your assent to these Terms of use. By using the services, you represent that you are of legal age and capacity to consent to these Terms.

We do not guarantee that the Service will be available through all or any hardware or software that you may use or that your use of the Service (through any device or medium) will not cause damage such as loss of data or computer virus infection. We accept no liability for viruses or other malware and you are advised to take all appropriate safeguards before downloading information or browsing the Service. We do not guarantee or represent that the Service and any part of its content, including any product, item, offer, sale, discount, etc. will be available at all the times or at any specific time. We reserve the right to withdraw or modify the content of the service and our rates at any time. THESE TERMS OF USE AND OUR PRIVACY POLICY, WHICH IS INCORPORATED HEREWITH, CONTAIN WAIVER OF WARRANTIES AND LIABILITY, CHOICE OF LAW AND A CLASS ACTION WAIVER. THESE TERMS MAY AFFECT YOUR RIGHTS AND STIPULATE THE EXCLUSIVE COURSE UNDER WHICH YOU MAY RESOLVE ANY DISPUTE WITH US. PLEASE READ THEM CAREFULLY.

I. Intellectual Property

The Service and its original content (including texts, photographs, images, drawings, software, code, etc.), features and functionality are the exclusive property of ÂME Creations and its licensors. The Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Our content, designs, trademarks and trade dress may not be used in connection with any other product or service (commercial or otherwise) without the prior written consent of ÂME Creations.

You may not copy, publish, distribute, upload, retransmit, make available, sell or in any other manner make use of the Content or the Services, or any part thereof, unless such use is specifically prescribed as Fair Use and is permissible under these Terms of Use.

The trademarks and logos ; ; AME; ; ; TOTEM BY **ÂME**; ANGELS BY **ÂME**; TRIO BY **ÂME** and Q BY **ÂME** (the "Trademarks") are pending and/or registered and/or unregistered trademarks of ÂME Creations. Except for the purposes of citation, credit, review or endorsement, you may not use the Trademarks without the express written permission of ÂME Creations.

II. Content

The right to make any change, amendment, modification, revisions or creation of derivative work in the Content and the Service is exclusively reserved to ÂME Creations. You may not and agree not to, alter, change, or modify any part of the Content and/or the Service.

You may distribute, share and react to the Content through social media applications, to the extent afforded by the functionality embedded in the Services. You may not decompile or disassemble any software, shareware or other technology accessible through the Services, insert any code, data or product, or manipulate the Content or the Services in any way that may affect the user's experience and use of the Services.

III. purchase of products

Subscription: Certain part of our Services relating to purchase of items may be available only by subscription, (the "Subscription Services"). Your right to use the Subscription Service for which you have subscribed is personal to you or members of your immediate family residing with you and may not be transferred to others.

You are responsible for protecting the confidentiality of your credentials, user identification code, password or any other similar information used for access to the Subscription Services and may not share or disclose them to any third party. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. ÂME Creations reserves the right to perform encryption of passwords for account maintenance purposes.

Account and Billing Information: You agree to provide current, complete, and accurate information for your account in order to perform purchases through the Service. You agree to promptly update all account information to keep your account current, complete, and accurate in case of a change, and you should promptly notify us if your credit or charge card is cancelled or if you become aware of a potential breach of security.

Availability of Products and Price: We reserve the right to change the assortment of items offered through the Service, and may, without prior notice, limit the quantity of products that may be ordered in a single purchase session or the or variety of products displayed and offered for sale.

We may also change prices and delivery costs of products at any time without prior notice. The price of a product and delivery costs displayed on the on-line store will be honored only once you submit an order.

Shopping on the On-Line Store: Products displayed on our website as well as any items you see on our official Instagram, Facebook, Tumblr, and Twitter, are available for purchase on our on-line store. If you cannot find the item you wish on our website, please contact us at info@ame.jewelry.

If you wish to purchase an item displayed on the on-line store, choose it by clicking the “Add to Shopping Bag/cart” button. After you “Checkout” you will be linked to the payment page, where you may review your order details, and proceed to the payment and submit your order.

ÂME Creations reserves the right to refuse, cancel and terminate orders at any time, at its discretion.

Orders: It is your responsibility to ensure that your order is correct before submitting it to us. Submission of your order constitutes an Offer by you to buy the Product(s) at the price set out in the order and is subject to availability, processing and acceptance by us. We are not obliged to accept your order and may, at our discretion, decline it. You do, however, acknowledge that by clicking on the 'Pay' button, you made a binding offer and enter into an obligation to pay for the Product(s) in the event your order is accepted.

We truly appreciate your support of our products. If any issues arise with your order, please contact us at info@ame.jewelry and we will communicate with you immediately and work to resolve it.

Payment: we accept the following credit cards: Visa, MasterCard, American Express and Discover.

All credit/debit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment, you will need to contact your card issuer directly to solve this problem, and we will not be liable for any delay or non-delivery.

We take administrative, technical, and physical measures of precautions to safeguard your personal data against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction. Unfortunately, transmitting information over the Internet is not completely secure. Although we

implement appropriate measures to protect your personal data, we cannot guarantee the security of the data you transmit; any transmission is at your own risk and we cannot be held liable. For more information please visit our Privacy Policy.

After your payment has cleared and your order is completed at checkout, you will receive an automated email of your invoice. Please note this email may be located in your SPAM/JUNK/TRASH folder if you are ordering from us for the first time.

Shipping: We use the services of FedEx or similar shipping services. If you did not receive your purchase within 10 business days, please contact us at info@ame.jewelry.

We are not responsible for international taxes and duties, that is the sole responsibility of the customer. In the event of a return or exchange, the taxes, duties and shipping fees will not be refunded.

Returns: Our policy lasts 15 days. If 15 days have gone by since your purchase, unfortunately we cannot offer you a refund or exchange.

In order to facilitate the return of your items, you must obtain a Return Merchandise Authorization (RMA) number by emailing us at returns@ame.jewelry within 15 days of receiving your order.

Non-returnable items:

* Gift cards

Refunds: Once your returned product is received and inspected, we will notify you of the approval or rejection of your refund. If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within 7 business days. If you have not received refund by such time, please contact us at info@ame.jewelry.

Exchanges: We replace only those items that are defective or damaged. If you need to exchange a defective or damaged item for the same item in a perfect condition, contact us at info@ame.jewelry and we will provide you with further instructions.

Gifts: If an item was marked as a gift when purchased and shipped directly to you, you'll receive a gift credit for the value of your return. Once the returned item is received, a gift certificate will be mailed to you.

Shipping: To return your product (either for refund or exchange), please mail it to the store address you have purchased it from or, if purchased online, please return to our store at Westfield Mall, 10250 Santa Monica Blvd, Los Angeles, CA 90067.

You should ship your returned items via FedEx. You will bear your own shipping costs and taxes for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

Please note that all returns for any order need to be returned in one shipment under a single RMA number.

To be eligible for a return, your item must be unused and returned to us in the same condition that you received it. It must also be returned in the original packaging or similar protective packaging.

To complete your return, please attach a receipt or proof of purchase, or a copy thereof and designate the RMA number you received.

In case you choose not to use the return services of FedEx, then the returned items should be sent via other reputable shipper such as UPS and DHL. You should also consider using FedEx's tracking service and you should purchase shipping insurance. As the shipping of your returned item depends on third party service providers, WE CANNOT GUARANTEE THAT WE WILL RECEIVE YOUR RETURNED ITEM AND WILL NOT BE LIABLE OF THEIR LOSS.

The time it may take for your exchanged product to reach you, may vary, depending on where you live. However, if you did not receive the items within 10 business days, please contact us at info@amejewelry.

IV. Users Generated Content

We welcome you to share experiences, images, photographs, videos, illustrations, information, views, insights, discoveries and stories relating to our jewelries and to the world of diamonds, gems and jewelry, by submitting them ("User Content") to our social media profiles and to react and share other users' content.

We do not represent or warrant that your User Content will be published or displayed on the Services and we retain the right to delete or remove your User Content at our sole discretion.

By submitting User Content, you grant Âme Creations an unlimited irrevocable perpetual license that is not limited in term, to use the User Content, which use includes but is not limited to copy, reproduce, distribute, display, make available to the public, broadcast, transmit, publicly perform, translate and prepare derivative works of (and to use and exploit such derivative works in any manner), in any medium or formats and through any media channels ("User License"). The User License granted by you in connection with textual comments, talkbacks and reviews you submit is perpetual and irrevocable.

You acknowledge that you understand and agree that the sole responsibility for any damage that may be caused by your User Content, to yourself or to third parties, lies

with you. You alone shall bear the consequences of submitting, posting or publishing the User Content. Âme Creations does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and Âme Creations expressly disclaims any and all liability in connection with your User Content.

You further warrant and represent that your User Content will not contain content that is defamatory, misleading, inaccurate, harmful, dangerous, unreliable, fraudulent, obscene, distasteful, sexually, racially or ethnically offensive, harassing, abusing, or that is discriminatory based upon race, gender, color, creed, age, sexual orientation, or disability or otherwise contain content that violates any laws, rules, regulations or policies of any competent jurisdiction.

V. Integrity

The Service and Content may comprise sponsorships, advertisements, marketing content and commercials (collectively: "Commercials"), at ÂME Creations 's sole discretion and you represent and acknowledge that you will have no claim or cause of action with respect to those Commercials.

If you believe that a certain fact comprised in the Content is inaccurate, harmful, defamatory, misleading, obscene, offensive or distasteful, please provide the following information to ÂME Creations:

- a) a description of where the Content that you believe to be inappropriate is located on the Website;
- b) your address, telephone number, and email address;
- c) a statement that you have a good faith belief that the Content is inappropriate and the reasons for such belief;
- d) an agent for notice of inappropriate Content can be reached as follows:

e-mail: info@ame.jewelry

telephone: 1-888-28-jewel

VI. Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by us.

ÂME Creations has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read both the terms and conditions and privacy policies of any third-party web sites or services that you visit.

VII. **Limitation of Liability and Exclusion of Warranties**

WHILE ÂME CREATIONS ENDEAVOURS TO VERIFY THE ACCURACY OF THE CONTENT, INCLUDING ADVERTISEMENTS OR CATALOG, THE SERVICES AND ALL INFORMATION, IMAGES AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ""AS PROVIDED", WITHOUT WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF TITLE), ÂME CREATIONS EXPRESSLY DISCLAIMS ALL OF THE ABOVE TO THE FULLEST EXTENT PERMITTED BY LAW.

PRODUCTS AND ITEMS SOLD ON THE ON-LINE STORE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF TITLE).

Specifically, Any description and information concerning the weight of precious materials and the number of gem stones and carats are provided as a reference and may vary slightly.

ALL PICTURES SHOWN ON THE ON-LINE STORE ARE FOR ILLUSTRATION PURPOSE ONLY. ACTUAL PRODUCT MAY VARY DUE TO COLOR PROCESSING, PRODUCT ENHANCEMENT, SIZE ADJUSTMENT, ETC.

These terms of Use do not constitute any representation, warrantee, undertaking or condition on behalf of ÂME Creations with respect to the Services. In particular, we do not represent or warrant that:

Your and others' use of the Service or the products that you purchase on the on-line store will meet your requirements;

Your and others' use of the Service will be uninterrupted, timely, secure or free from errors;

Defects in the operation or functionality of the Services will be corrected within timeframe desirable to you.

In no event shall ÂME Creations, its directors, officers, shareholders, partners, subsidiaries, affiliates, agents and licensors, or providers be liable for any indirect, special, incidental, punitive, or consequential damages arising out of or related to the use, inability to use, performance or nonperformance of the Services, even if ÂME Creations was previously advised of the possibility of such damages and

regardless of whether such damages arise in contract, tort, unjust enrichment laws, under statute, in equity, at law, or otherwise.

VIII. Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if your breach these Terms.

Upon termination, your permission to use the Service will immediately cease.

IX. Limitation of Liability

In no event shall ÂME Creations , its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, marketshare, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct, use, misuse, or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

X. Disclaimer

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR COURSE OF PERFORMANCE.

ÂME Creations, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

XI. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our

Service and supersede and replace any prior agreements we might have between us regarding the Service.

Any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. You may not seek to have any dispute heard as a class action, or join in a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

XII. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try, but will not be obligated, to provide through the Service at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using the Service.

XIII. Contact Us

If you have any questions about these Terms, please contact us:

- By email: info@ame.jewelry
- By visiting this page on our website: <http://www.ame.jewelry/contact>
- By postal mail: 432 Park Ave South, 10th fl, NY, NY, 10016