

# Terms and Conditions

Welcome to diamond gate Corp

Thanks for using our products and Services ["Services"]. The Services are provided by Diamond -Agate Corp ["Diamond-Agate Corp", located at 7901 4th St. North Ste. 11208 Saint Petersburg Florida 33702, USA

By using our Services, you are agreeing to these terms. Please read these terms and conditions ["Terms", "Terms and Conditions"] carefully before using the <https://www.diamond-Agate.com> and the mobile application [the "Services"] operated by Diamond-Agate Corp ["us", "we", or "our"].

Our Services are very diverse, so sometimes additional terms or product requirements [including age requirements] may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use these Services.

## **Terminology**

The following terminology applies to these Terms and Conditions, Privacy Statement, and Disclaimer Notice, and any or all Agreements: "Client", "You", and "Your" refer to you, the person accessing this website and accepting the companies 's terms and conditions. "the company", "ourselves", "we", and "us" referred to our Company. "Party", "Parties", or "Us" refers to both the Customer and ourselves or either the Customer or ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the client in the most appropriate manner, whether through formal meetings of a fixed duration, or by any other means, with the express purpose of meeting the client's needs in terms of providing the companies declared Services/Products, in accordance with the subject to applicable us laws. Any use of the above terminology or other words in the singular, plural, capital letters, and/or plural, and/or these terms, is considered interchangeable and therefore a reference to them

## **Using our Services**

You must follow any policies made available to you within the Services. Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and reexport control laws and regulations we may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law or. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along our Services

In connection with your use of the Services, we may send you Services announcements, administrative messages, and other information. You may opt out of some of Those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

## **Privacy Statement**

We are committed to protecting your privacy Diamond-Agate Corp's privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, to agree that Diamond-Agate Corp can use such data in accordance with our privacy policies

Only authorized employees within the company who, in the course of their duties, can access and use information collected from individual customers.

We are constantly reviewing our systems and data to ensure the best possible Services to our customers. Government authorities have created specific offenses for unauthorized actions against computer systems and data. We will investigate such actions with a view to bringing legal action and slash or civil action for damages against those responsible

## **Purchases**

If you wish to purchase any product or Services made available through the Services ["Purchase"] you may be asked to supply certain information relevant to your purchase including, without limitation, your business operations.

## **Subscriptions**

Some parts of the Service are billed on a subscription basis [subscription[s]’]. You will be billed based on a signed prescheduled agreement that outlines the terms and conditions and the scheduled payment intervals.

### **Software in our Services**

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Diamond-Agate Corp gives you a personal, worldwide, royalty free, non assignable, and non exclusive license to use the software provided to you by Diamond-Agate Corp as part of the Services this license is for the sole purposes of enabling you to use and enjoy the benefit of the Services as provided by Diamond-Agate Corp, in the manner permitted by these germs. You may not copy modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer, or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission

### **Disclaimer**

### **Exclusions and Limitations**

The information contained on this website is protected on an “as is” basis to the philis extent permitted by law this company

excludes all representations and warranties with respect to this website and its content or that are or may be provided by affiliates or any other third party, including with respect to any inaccuracy or omissions on this website and the slash or the companies documentation; And

Excludes any liability or damages arising out of or in connection with your use of this website. Diamond-Agate Corp and Diamond-Agate Corp’s names suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect special consequential, exemplary, punitive damages or damage caused to your computer, computer software, systems and programs and data relating thereto or any other direct or indirect, consequential or incidental damages.

## **Liability for our Services**

To the extent permitted by law, the total liability of Diamond-Agate Corp and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services.

In all cases, Diamond-Agate Corp and its suppliers and distributors will not be liable for any loss or damage that is not reasonably foreseeable.

However, this company does not exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. We recognize that in some countries, you might have legal rights as a consumer. None of your legal rights as a consumer are affected waved by contract.

## **Business Uses of our Services**

If you are using our Services on behalf of business, that business accepts these terms. It will hold harmless and indemnify Diamond-Agate Corp and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation cost, and attorney's fees

## **Cancellation policy**

A minimum of 24 hours' notice of cancellation is required. Such notice may be given, in person, by e-mail, mobile phone, text message, and/or fax, or by any other means, and will be accepted subject to written confirmation period reserve the right to charge a cancellation fee of \$100 to cover any administrative cost.

## **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Services altogether

The customer and Diamond-Agate Corp have the right to terminate any Services agreement for any reason whatsoever, including the termination of Services already in progress. Diamond-Agate Corp may also stop providing Services to you at any time.

### **Refunds Policy**

No refund will be offered when a Services is deemed to have commenced and is, for all intents and purposes, in progress. Any amount paid to us that constitutes payment for the provision of unused Services will be refunded.

### **Log Files**

We use IP addresses to analyze trends, administer the site, track user movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times slash open mail, you IRL requested, and referral URL. This information is not shared with third parties and is used only within this company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any other way different to that stated above without your explicit permission.

### **Cookies**

Like most interactive websites, this company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our website to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

### **Links others website**

Our Services may contain links to 3rd party websites or Services that are not owned or controlled by Diamond-Agate Corp

Diamond-Agate Corp has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or Services. The opinions expressed or material

appearing on these websites are not necessarily shared or endorsed by us and should not be considered as the publisher of such opinions or material. Please note that we are not responsible for the privacy practices or content of these sites we encourage our users to be aware when they leave our site and to read the privacy statements of these sites

You should evaluate the security and reliability of any of the sites linked to or accessed through this site before disclosing any personal information to them. This company will not accept any liability for any loss or damage, in any manner whatsoever, regardless of the cause, resulting from your disclosure of personal information to third parties.

You further acknowledge and agree that Diamond- Agate Corp 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 websites or Services.

#### **Links to this website**

You may not create a link to a page on this website without our prior written consent. If you link to any page on this website, you do so at your own risk and the exclusions and limitations set out above applied to your use of this website.

#### **Copyright Notice**

Copyright and other relevant intellectual property rights exist on all text relating to the companies Services and the full content of this website. This company's logo is a registered trademark of this company in the USA and other countries the brand names and specific Services of this company featured on this website are trademarked.

#### **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any act of God, terrorism, war, political insurgents, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventualities outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably 4 scene. Any party affected by such event shall forthwith inform the other party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any agreement contained herein.

## **Waiver**

Failure of either party to insist upon strict performance of any provision of this or any agreement or the failure of either party to exercise any right remedy to which it, he or they are entitled hereunder shall not constitute A waiver thereof and shall not cause it the muniton of the obligations under this or any agreement. No waiver of any of their provisions of this or any agreement shall be effective unless it is expressly stated to be such and signed by both parties.

## **About these Terms**

We reserve the right to modify these terms or any additional terms that apply to a Services to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly if a revision is material, we will try to provide at least seven days' notice prior to any new terms taking effect. What constitutes immaterial change will be determined at our sole discretion.

If there is a conflict between these terms and the additional terms, The additional terms will control for that conflict.

These terms control the relationship between Diamond-Agate Corp and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't act right away, this doesn't mean that we are giving up any rights that we may have such as taking action in the future.

If it turns out that a particular term is not enforceable, this will not affect any other terms. The courts in some countries will not apply to the state of Florida laws to some types of disputes if you reside in a country other than the United States come on then where the laws of the state of Florida is excluded from applying, your country's laws will apply to such disputes relating to these terms.

## **Contact us**

If you have any questions about these terms, please contact us at [legal@diamond-agate.com](mailto:legal@diamond-agate.com).