

TERMS AND CONDITIONS

Welcome to Jarbath Art Co website. This website is operated by Jarbath Art Co . This document governs your relationship with Jarbath Art Co (“Website”). Access to and use of this Website and the products and services available through this Website (collectively, the “Services”) are subject to the following terms, conditions and notices (the “Terms of Service”). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or the entire Website. This Website may contain links to other websites (the “Linked Sites”), which are not operated by Jarbath Art Co . Jarbath Art Co has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

USE OF THE SITE

You confirm that you are at least 18 years of age or over the age of majority in the jurisdiction in which you reside and be lawfully able to accept the Terms and Conditions.

Both parties agree that this website may only be used in accordance with These Terms and Conditions. If you do not agree with the Terms and Conditions of Use or do not wish to be bound by them, you agree to refrain from using this website.

We grant you a non-transferable, revocable and non-exclusive license to use this Site, in accordance with the Terms and Conditions of Use, for such things as: shopping for products sold on the site, gathering prior information regarding our products and services and making purchases. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. These Terms and

Conditions specifically prohibit actions such as: accessing our servers or internal computer systems, interfering in any way with the functionality of this website, gathering or altering any underlying software code, infringing any intellectual property rights. This list is non-exhaustive and similar actions are also strictly prohibited.

Any breach of These Terms and Conditions shall result in the immediate revocation of the license granted in this paragraph without prior notice to you. Should we determine at our sole discretion that you are in breach of any of these conditions, we reserve the right to deny you access to this website and its contents and do so without prejudice to any available remedies at law or otherwise.

Certain services and related features that may be made available on the Site may require registration. Should you choose to register for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Site is solely responsible for keeping passwords and other account identifiers safe and secure.

The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

During the registration process you agree to receive promotional emails from the Site. You can subsequently opt out of receiving such promotional e-mails by clicking on the link at the bottom of any promotional email.

ACCEPTABLE USE OF OUR SERVICES

Our Terms and Policies. You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

Legal and Acceptable Use. You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our

Services in ways that: (a) violate, misappropriate, or infringe the rights of Jarbath Art Co , our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) involve any non-personal use of our Services unless otherwise authorized by us.

Harm to Jarbath Art Co or Our Users. You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

Keeping Your Account Secure. You are responsible for keeping your device and your Jarbath Art Co account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or our Services.

THIRD-PARTY SERVICES

Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. For example, you may choose to use third-party data backup services (such as iCloud or Google Drive) that are integrated with our Services or interact with a share button on a third party's website that enables you to send information to your Jarbath Art Co contacts. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

LICENSES

Our Rights. Jarbath Art Co does not claim ownership of the information that you submit for your Jarbath Art Co account or through our Services. You must have the necessary rights to such information that you submit for your Jarbath Art Co account or through our Services and the right to grant the rights and licenses in our Terms.

Jarbath Art Co's Rights.

- We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our express permission and except in accordance with our Brand Guidelines. You may use the trademarks of our affiliated companies only with their permission, including as authorized in any published brand guidelines.
- We reserve the right to change the website content, products or any of our services at any time. Any product or service on our website can be changed with or without prior notice to you.

Your License to Jarbath Art Co. In order to operate and provide our Services, you grant Jarbath Art Co a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and

perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services

Jarbath Art Co's License to You. We grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services, in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

PRIVACY POLICY

Our privacy policy, which sets out how we will use your information, can be found on our Privacy Policy page. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

PROHIBITED USE

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Jarbath Art Co will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of

this Website or to your downloading of any material posted on it, or on any website linked to it.

TERMS OF SALE

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with Jarbath Art Co you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Jarbath Art Co retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be Jarbath Art Co or may in some cases be a third party. Where a contract is made with a third party Jarbath Art Co is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

FORMATION OF CONTRACT

Both parties agree that browsing the website and gathering information regarding the services provided by Jarbath Art Co does not constitute an offer to sell, but merely an invitation to treat. The parties accept that an offer is only made once you have selected the item you intend to purchase, chosen your preferred payment method, proceeded to the checkout and completed the checkout process.

Both parties agree that the acceptance of the offer is not made when Jarbath Art Co contacts you by phone or by email to confirm that the order has been placed online.

Your offer is only accepted when we dispatch the product to you and inform you either by email or by phone of the dispatch of your ordered product. Before your order is confirmed, you may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order. Please note that there are cases when an order cannot be processed for various reasons. The Site reserves the right to refuse or cancel any order for any reason at any given time.

ACCEPTANCE OF ELECTRONIC DOCUMENTS

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

PRICING AND AVAILABILITY

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

PRODUCTS

Certain products may be available exclusively online through the website.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer. All

descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

CANCELLATION BY US

We reserve the right not to provide goods or services, remove or edit content or cancel orders (or part thereof) at our sole discretion at any time. Without limiting the operation of any other Terms and Conditions herein, we will not be held liable for loss or damage arising from the exercising of these rights.

CANCELLATION BY YOU

If you need to cancel an order, please contact us immediately. Our agreement with you only comes into existence once we have both confirmed your order and your payment has been processed. Once we have accepted payment for an order, cancellation of the order is within our sole discretion.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and

other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

PAYMENT

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

PAYMENT SECURITY POLICY

Our Payment Service Provider is highly secured and efficient. It provides a secure payment gateway, processing payments for thousands of online businesses, including ours. It is our payment service provider's utmost priority to ensure that transaction data is handled in a safe and secure way.

It complies with security standard to the highest level and maintains regular security audits. It is also regularly audited by the banks and banking authorities to ensure that their systems are impenetrable.

So when buying through our site, you can be sure that you are completely protected.

PROMOTIONS

We may run promotions and sales for our products and certain products may be available at discounted prices for a set period of time. The price applicable to a product will be the price at the time you complete your purchase of the product. Any price offered for a particular product may also be different when you are logged into your account from the price available to users who aren't registered or logged in, because some of our promotions are given at our sole discretion.

DELIVERY

Delivery times vary depending on your location. We make every effort to deliver goods within the estimated timescales set out on our Site; however delays are occasionally inevitable due to unforeseen factors. We shall be under no liability for any delay or failure to deliver the products within the estimated timescales where they did not occur due to our fault or negligence.

You agree not to hold us liable for any delay or failure to deliver products or otherwise perform any obligation as specified in terms if the same is wholly or partly caused whether directly or indirectly by circumstances beyond our reasonable control.

You will receive an email or phone call a day after your order has been sent containing the parcel number and a link to receive the parcel.

Items must be signed for as they cannot be left unattended. If nobody is there to sign for the parcel, our delivery partner may return the product to our store or drop it at the nearest post office. It is your obligation to enter the correct delivery address details at

the time of ordering. Should you enter a wrong address, we are not obliged to re-send the order to the correct address at our expense.

It is the responsibility of the customer to inform us if an order does not arrive. Once we learn an order has not arrived, we will lodge enquiries with our delivery partners to ensure delivery occurs as soon as possible. We will not be held liable for any loss or damage resulting from late delivery.

Please note that if an item has been lost in transit, we will not despatch a replacement item until we have resolved the problem. Replacement items will be dispatched according to our discretion.

Without limiting the operation of any other Terms and Conditions herein, we will not accept liability for any loss or damage arising from a late delivery.

SHIPPING

Customers must pay for the cost of shipping products to them. After shipping, you will receive an email after your order has been sent containing the consignment number and a link to parcel tracking site. You will be provided with our delivery partner tracking code through which you can monitor the progress of your package in transit.

It is the responsibility of the customer to inform us if an order does not arrive. Once we learn an order has not arrived, we will lodge enquiries with our delivery partners to ensure delivery occurs as soon as possible. We will not be held liable for any loss or damage resulting from late delivery.

UNDELIVERED SHIPMENTS

In the instance that our delivery partner states that your package has been delivered but you have not received your items, please contact us. Once the package is in the hands of our delivery partner, they become liable for the safe delivery of your items. If a package isn't properly delivered, upon notification from the customer, we will open up a case with our delivery partner. Please allow 2 weeks for us to investigate and arrive at a

resolution. If you do not receive your order within the 2 weeks of investigation, we'll provide you with the option of either reshipping your order or giving you store credit. A refund will not be issued.

COPYRIGHT NOTICE

All of the information on this website, including images, text, audio, video, and other forms of content is Copyright © at Jarbath Art Co 2019 and may not be downloaded, reproduced, republished or otherwise copied without express written permission of Jarbath Art Co's management.

The Website and all of its Content and the selection and arrangement thereof, is protected as a compilation owned by Jarbath Art Co under the copyright laws Florida of the United States and other countries. Jarbath Art Co may change the Website or delete any Content or features or services at any time, in any way, for any or no reason. Jarbath Art Co reserves all rights not expressly granted in and to the Website and the Content.

If you have any complaints with respect to the infringement of your copyright, kindly contact us at P.O. Box 740791 Boynton Beach, Fl 33437

Where you believe that your intellectual property has been infringed upon on our website, please notify us by email. We expeditiously respond to all concerns regarding copyright infringements.

We request that you provide the following information along with your complaint:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyrighted work for the purposes of the complaint.
- A proper description of the copyrighted work claimed to have been infringed.
- A description of the location of the infringing material on our Website.
- The address, telephone number or e-mail address of the complaining party.

- A statement made by the complaining party that he has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or by law.
- A statement deposed to under oath, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the copyright owner. Please note that this procedure is exclusively for notifying Jarbath Art Co that your copyrighted material has been infringed.

DISCLAIMER OF LIABILITY

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Jarbath Art Co and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Jarbath Art C's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

LINKING TO THIS WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on

our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

DISCLAIMER AS TO OWNERSHIP OF TRADEMARKS, IMAGES OF PERSONALITIES AND THIRD PARTY COPYRIGHT

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Jarbath Art Co and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products are endorsed by or connected to Jarbath Art Co.

INDEMNITY

You agree to indemnify, defend and hold harmless Jarbath Art Co, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

VARIATION

Jarbath Art Co shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

COMPLAINTS

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

WAIVER

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

ENTIRE AGREEMENT

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Jarbath Art Co. Any waiver of any provision of the Terms of Service will be effective only if in writing and of Jarbath Art Co.

APPLICABLE LAW AND JURISDICTION

These Terms and Conditions of Sale shall be interpreted and governed by the laws in force in Florida in the United States. Subject to the Arbitration section below, each party hereby agrees to submit to the jurisdiction of the courts of the United States and to waive any objections based upon venue.

ARBITRATION

Any controversy, claim or dispute arising out of or relating to these Terms and Conditions of Sale will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in the United States and governed by American law. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in the United States and is independent of either party. Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

MISCELLANEOUS PROVISIONS

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions of Sale to any third party is prohibited unless agreed upon in writing by the Jarbath Art Co.

We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms and Conditions of Sale to any third party.

SEVERABILITY

If any provision of the Jarbath Art Co Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions. No Waiver of any breach or default of any of the Jarbath Art Co Terms shall be deemed to be a waiver of any preceding or subsequent breach or default.

ASSIGNMENT AND SUBCONTRACTING

Jarbath Art Co shall not delegate or subcontract any duties, nor assign any rights or claims under this Order without the prior written consent of Buyer.

RIGHTS AND REMEDIES

All rights and remedies of Buyer specifically set forth in this Order shall be in addition to any other or further rights and remedies provided at law or in equity. Failure of Buyer to insist upon strict performance of any term or condition of this Order shall not be deemed to be a waiver of Buyer's rights and remedies.

BREACHES OF THE TERMS AND CONDITIONS

Without prejudice to Jarbath Art Co other rights under the Terms and Conditions, if you breach the Terms and Conditions in any way, Jarbath Art Co may take such action as Jarbath Art Co deems appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking

computers using your IP address from accessing the Website, contacting your Internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

TERMINATION

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions of Use or revoke any or all of your rights granted under the Terms and Conditions of Use.

Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part.

Any termination of this agreement shall not affect the respective rights and obligations of the parties arising before the date of termination. You furthermore agree that the Site shall not be liable to you or to any other person as a result of any such suspension or termination.

If you are dissatisfied with the Site or with any terms, conditions, rules, policies or guidelines, your sole and exclusive remedy is to discontinue using the Site.

ENQUIRIES AND FURTHER DETAILS

If you would like further clarification on these terms and conditions contact us at P.O. Box 740791 Boynton Beach, Fl 33437.