

Terms of Use

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1. **Scope.** These Terms and Conditions govern Your use of the Web site. These Terms and Conditions, however, do not apply to the Company's products or services, which are the subject of separate agreements.
2. **Permitted Use.** You have a nonexclusive, nontransferable, limited, revocable right to use the Web site solely for Your informational use in evaluating the Company and its products and services. You may not use the Web site for any other purpose without the Company's express prior written consent, including, without limitation, any commercial purpose. For example, You may not and may not authorize any other person or entity ("**Person**") to (i) frame the Web site or any portion thereof (whereby the Web site or a portion thereof will appear on a user's screen with a portion of another web site, or with content or advertising of any Person without the Company's consent), or (ii) Co-brand the Web site or any portion thereof. "**Co-branding**" means the display of a name, logo, trademark, or other means of attribution or identification of any Person in such a manner reasonably likely to give a user of the Web site the impression that such the Person is associated or affiliated with the Company, or has the right to display, publish, transmit or distribute the Website or content accessible within the Web site. In addition, You may not and may not authorize any Person to link to any part of the Web site without the Company's prior written consent. You agree to cooperate with the Company in causing any unauthorized framing, Co-branding, linking or similar activity to immediately cease. You may not take any action that violates our [Acceptable Use Policy](#).
3. **Proprietary Information.** You acknowledge and agree that as between the Company and You, the Company is the owner of all right, title and interest in the Web site and all content accessible within the Web site (the "**Content**"), including, without limitation, all trademarks, service marks, trade names, patent rights, copyrights, and other intellectual property or proprietary rights with respect thereto. You will not reproduce, transmit, publish or distribute sublicense or otherwise transfer or make available to others, or edit, modify or create any derivative works of all or any part of the Web site or the Content, without the express written consent of the Company, other than limited printed copies of

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5. **Privacy Policy.** The Company collects, stores and uses data collected from You in accordance with the Company's [Privacy Policy](#).
6. **Limitation on Liability.** THE COMPANY, ITS LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS OR SIMILAR DAMAGES, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS,

OFFICERS AND DIRECTORS TO YOU OR ANY OTHER PERSON (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) EXCEED THE AMOUNT, IF ANY, YOU HAVE PAID TO THE COMPANY TO USE THE WEB SITE AS PROVIDED IN THESE TERMS AND CONDITIONS FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

7. **Indemnity.** You will indemnify and hold the Company, its licensors, content providers, service providers, employees, agents, officers, directors and contractors (the "**Indemnified Parties**") harmless from Your breach of any of these Terms And Conditions or any other terms, conditions, policies or procedures contained on the Web site, including, without limitation, any use of Content other than as expressly authorized in these Terms and Conditions. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and You agree to indemnify and hold harmless the Indemnified Parties from any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of Your use of the information accessed from the Web site.
8. **Trademarks.** Nuggetsgems.com® is a registered trademark, and the Nuggetsgems.com logo and other Nuggetsgems.com marks appearing on the Web Site are either registered or unregistered trademarks of the Company. Other trademarks, service marks and logos appearing in this Web site are the property of either the Company, its content providers or other third parties. The Company, its content providers and such third parties retain all rights with respect to any of their respective trademarks, service marks or logos.
9. **Miscellaneous.**
 - a. **Headings.** The headings of sections of these Terms and Conditions are for ease of reference only and shall not be admissible in any action to alter, modify or interpret the contents of any section hereof.
 - b. **Governing Law and Jurisdiction.** The validity and effect of these Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflicts of laws principles. The parties expressly disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. ANY SUIT, ACTION OR PROCEEDING CONCERNING THE WEB SITE, ITS USE, THESE TERMS AND CONDITIONS, OR CONCERNING ANY OTHER POLICY OR PROCEDURE OF THE COMPANY REGARDING USE OF THE WEBSITE, MUST BE BROUGHT IN A STATE OR FEDERAL COURT LOCATED IN FULTON COUNTY, GEORGIA, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING;

AND YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

- c. **Entire Agreement; Amendments.** These Terms and Conditions, together with the Acceptable Use Policy and the Privacy Policy, supersede any prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and these Terms and Conditions, together with the Acceptable Use Policy and the Privacy Policy, constitute the sole and entire agreement between the parties with respect to the matters covered hereby.
- d. **Severability.** The provisions of these Terms and Conditions may be exercised and are applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render these Terms and Conditions illegal, invalid or unenforceable. If any provision or portion of any provision of these Terms and Conditions are held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall apply with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.
- e. **Waiver.** No failure or delay on the part of the Company to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by the Company preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by the Company to any breach of or default in any of these Terms and Conditions shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.