

# **TERMS AND CONDITION**

## **Terms of Service**

This website is operated by Cuser Cutlery. Throughout the site, the terms "we", "us" and "our" refer to Cuser Cutlery.

We reserve the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. By using the Website, you agree to the changes.

## **Part 1- Modifications to the Prices and Services**

- Prices for our products are subject to change without any prior notice.
- We reserve the right to modify or discontinue the Service or any part or content thereof without notice at any time.
- We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

## **Part 2- Products or Services (if applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

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

We reserve the right but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service 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.

### **Part 3- Billing and Account Information**

We have the right to accept and reject your order in either whole or part for any reason. 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 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, resellers 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.

For more detail, please review our Returns Policy.

### **Part 4- Optional Tools**

We might 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.

## **Part 5- Third-Party**

Certain content, products and services available via our Service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party resources or websites, or for any other materials, products, or services of third parties.

We are not liable for any loss related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please analyze carefully the third-party's policies and practices and make sure you understand them before you involve in any transaction. Complaints, concerns, questions or claims regarding third-party products should be directed to the third party and not us.

## **Part 6- User Comments, Feedback and Other Submissions**

If, at our request, you send certain specific submissions for product reviews. On our Website, or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise. You grant us and third-party marketing and advertising partners the right to use, publish, republish, and distribute that review, or portions thereof, online, in product catalogues and other marketing and advertising materials.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

## **Part 7- Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

## **Part 8- Website Availability**

Occasionally there may be a possibility that the information on our site or in the Service contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

We do not guarantee this website will be free of any, typographical errors, varied colors and shapes, incorrect product descriptions and incorrect images.

Any product description, images, colors, shapes and pricing are subject to change without any notice.

No refund, exchanges, or store credits will be given on the grounds of incorrect product description, incorrect product images, incorrect product sizes, incorrect image color or typographical errors or where the image displayed differs from the one you reviewed and purchased.

## **Part 9- Changes to Terms of Service**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It

is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **Part 10- Termination**

Your failure to comply with these Terms of Use automatically revokes your authorization to use the Websites and terminates all rights granted to you under the Terms of Use. Your obligations to the US and third-party service providers relating to your use of a Website or products purchased on or through a Website prior to termination shall continue after termination.

Restrictions regarding the Content, disclaimers and liability limitations under the Terms of Use shall survive termination of this Agreement for any reason.

### **Part 11- Liability**

You agree you must evaluate and accept all risks associated with, the use of all information on this website, including any reliance on the accuracy, completeness or usefulness of it. By using this website you agree that Cuser, its employees, directors, affiliates, third parties, agents, officers and its suppliers will not be held responsible for any information on this website if the information has been omitted, any reliance on the information on this website, loss in connection with the use of this website.

### **Part 11- Product Variations**

This entire website, including all of its content, graphics, images, text and all other intellectual property is copyrighted. Any unauthorized use of the website, copying part or entirely its content will infringe our rights and may lead to legal persecution. The Cuser's logo and all other corporate logos displayed on this website are owned by their respective owners. All products displayed with their trademarks, company names, copyright, logos, product names, brand names, product images, advertising campaigns and product descriptions are the property of their respective owners. Cuser does not claim, be endorsed by, any way connected or associated with the respective owners and/or their companies and agents to any of their trademarks, logos, copyright, brand names, product names, product descriptions, product images, company names and their advertising campaigns. Permission is given to use the information on this

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