

## TopAmberStore Terms & Conditions

Please read these Terms and Conditions for website use (“Use of the Website Terms and Conditions”) carefully before using the Website and any TopAmberStore content on social media websites. These Use of the Website Terms and Conditions apply to all visits and uses of the Website, as well as to the Content (as defined below), information, recommendations, products and services provided to you on or through the Website. By accessing and using the Website, you grant your consent to these Use of the Website Terms and Conditions in their entirety in addition to any other law or regulation that applies to the Website and the Internet. If you do not agree to these Use of the Website Terms and Conditions, please leave the Website immediately.

These Terms and Conditions consist of the following sections: 1. Introduction; 2. The Purchase Terms; 3. Use of the Website and 4. Miscellaneous, as well as policy, set of terms or document to which a link has been provided herein (collectively “Terms & Conditions”).

### 1. INTRODUCTION

<http://www.topamberstore.com> (the "Website") is operated by or on behalf of TopAmberStore. If you place an order through this Website, upon confirmation that such order is accepted a contract of sale will be executed between you and TopAmberStore. Terms and Conditions and specifically by the Purchase Terms mentioned below. (hereinafter together referred to as "TopAmberStore /we/us").

### 2. PURCHASE TERMS

Please read these Purchase Terms carefully before ordering Products online from the Website.

#### 2.1 When do these Purchase Terms apply?

These Purchase Terms apply to all offers and contracts relating to the sale and delivery of Products by us. In other words, you agree to these Purchase Terms, when you (I) order anything from the Website, (II) order anything at any web page directly connected to the Website or (III) when you accept an offer from us. It is only possible to deviate from these Purchase Terms if agreed in writing by us.

#### 2.2 Products

We have different types of products. This may include products fully designed and created by us (“Standards Products”) – and products that,

although designed by us, may be customised or modified by you by selecting picture, size or such other customisation to your liking (“Customised Products”), jointly “Products”.

All our items are exclusively hand-crafted and made of unique, non-identical and non-repeated amber stones. Our craftsmen will do their best to make your order as perfect as possible, but the products may have a barely noticeable difference from the ones that you can see on our website. The high quality of our special handmade goods makes them stand out from the factory manufactured products.

Please note that in the case of limited edition or limited production Products extra restrictions such as limiting the number of such Products per customer may apply. These extra restrictions will be made known to you via the Website.

All Products shown on the Website are subject to availability. This means that, although we strive to ensure our Website reflects the availability of stock, a Product shown on the Website may no longer be available for purchase.

Minor differences in colour and other variations in Products are possible as a result of different image acquisition, display technologies or other technical reasons. TopAmberStore is not liable for these variations and deviations. No rights can be derived from typing errors, product descriptions or manifest errors on the Website.

### 2.3 Requirements to conclude a contract with TopAmberStore

You have to be 16 years of age or older to buy Products via the Website.

You can only order on the Website if you are a consumer, not a reseller.

You guarantee that the information you provide to us in the request or order is accurate and complete.

### 2.4 How is a contract concluded with you?

#### 2.4.1 General Aspects of Contract Formation

The following applies to all types of products. All information on the Website is an invitation to treat only. In other words, the information is not an offer or binding contract. You agree that your order is an offer to purchase the Products listed in your order.

All orders submitted by you are subject to acceptance by us. We are entitled to verify an order in advance at all times and/or to refuse to accept an order without providing reasons and with no liability to you or any third parties. If we do not confirm acceptance of your order within ten working days, it is deemed to have been refused.

We may choose not to accept your order at our own discretion. Examples of when we may not accept your order are as follows:

- a. If Product(s) are shown on the Website but are not or no longer available;
- b. If we are unable to obtain authorisation of your payment;
- c. If shipping restrictions apply to a Product;
- d. If Product(s) shown on the Website contain a (manifest) error such as being incorrectly priced or otherwise incorrectly described.

In the event that we do not accept (part of) your order we shall be entitled to cancel (part of) your order without incurring any liability towards you or a third party. Following the cancellation we will of course provide you with a refund for the amount paid to us under the cancelled (part of the) order.

We reserve the right to cancel your order after the creation of the contract of sale, thereby terminating the contract of sale, for the reasons stipulated in this section 2.4.1. under headings a through d above. Following the cancellation we will of course provide you with a refund for the amount paid to us under the cancelled (part of the) order.

TopAmberStore has and fully reserves the right to refuse to accept any order that it knows or reasonably suspects was made with the assistance or involvement of any software, robot, crawler, spider or other automated means or device.

#### 2.4.2 Special Aspects of Contract Formation for Standard Products

After your order has been placed, we will send you an order acknowledgement email with your order number and details of the Standard Products you have offered to purchase and details of any delivery services. Acceptance of your order and the formation of a contract of sale of the Standard Products between you and us will not take place unless and until either:

- a. you receive a confirmation from us that the Standard Products have been shipped to you from our warehouse;

- b. you receive a confirmation from the carrier that the Standard Products are ready for you to pick up if you have chosen to pick up the Standard Product(s) at a carrier office or the carrier has stored the Standard Products at the pickup location

### 2.4.3 Special Aspects of Contract Formation for Customised Products

Once you have placed your order for Customised, we will send you an order confirmation email. Except where the provisions of section 2.4.1 apply, acceptance of your order and the formation of a contract of sale of Customised Products between you and us will take place when you receive the order confirmation email.

### 2.5 Retention of title

All Products will remain the property of TopAmberStore until you have paid all amounts owed to us in full under any agreement, including the payment of costs, earlier or later deliveries or partial deliveries. You may not sell, dispose of or encumber any Product before full title thereof has passed to you.

### 2.6 Maintenance of Products

We are not liable for any damage resulting from incorrect handling of Products.

### 2.7 Order Cancellation

Notwithstanding your right of withdrawal, it is possible, under limited circumstances, to cancel your order for Standard Products. Please see Help section of the Website for more information.

### 2.8 Price

Prices are quoted in European Union currency (EUR) and United States dollar (USD).

We reserve the right to change, limit or terminate any special offers or discounts at any time.

We offer Free worldwide delivery. You can choose an Express delivery. For further details, please see Delivery section of the Website. Any Express delivery costs will be charged separately, itemised and added to the total amount of the order.

### 2.9 Methods of payment

Please check the Website for information on available payment methods.

TopAmberStore reserves the right to conduct an individual credit check for each order in accordance with the TopAmberStore Privacy Statement. Depending on the results of this check, TopAmberStore reserves the right to refuse certain methods of payment.

#### 2.10 Invoicing

Where we elect, or are required by applicable law, to issue or make available an invoice, we reserve the right to issue or make available electronic invoices and you agree to such form of invoicing.

#### 2.11 Special aspects of Customised Products

To customise your Customised Product and make it personal you can add your own image or photo. You can add any picture you like your photo or be as creative as you like. Please keep it decent. We reserve the right to remove inappropriate language and use of logos or brand names that not belong to you. Also keep in mind that some special characters are not supported by our system.

#### 2.12 Delivery

We offer FREE worldwide delivery. Your in-stock items will arrive in 15-20 business days. Please be aware that this delivery method does not insure your items. In addition, you can choose an Express delivery, which costs \$ 35. In this case, your items will arrive in 10-15 business days. Shipping delivery options & carriers vary depending on your ship-to country or location. Please note, that the actual price can be higher than the one you saw on our website because of tax laws that exist in your country. We apologize, but we cannot bear responsibility for national taxation policy.

We deliver our products to different parts of the world with the help of international delivery service – EMS Ukraine and others. EMS Ukraine – it is a popular international service targeted at the implementation of express delivery. EMS has a large number of branch offices throughout Ukraine, one of which is state enterprise of communications. This company has earned a good reputation due to its liability, express shipping and confidentiality. EMS Ukraine delivers valuable documents and goods to any part of the world. On this site, you will be offered a unique service which allows you to track the package by using a special tracking code.

We can only deliver to a home or office address or a carrier pickup location.

Shipment of orders will take place on business days, not being a public holiday in the area in which our warehouse is located. Therefore, please, take into account any public holidays including any national and/or regional holidays in your country of residence. Deliveries will be made on business days, not being a public holiday in your country. Note that public holidays may vary per country and per year.

For detailed information about delivery periods, please check the specifications for the different types of delivery on the Delivery section of our Website. Delivery periods are indicative and are therefore not regarded as strict deadlines. The mere fact that a delivery period is exceeded does not entitle you to compensation. Notwithstanding this, in case of the unlikely event of delay in an Express delivery, we may, at our discretion, refund to you the full cost of Express delivery. Note that Customised Products have different delivery periods. This means that your complete order of Standard Products and Customised Products will take longer to deliver.

### 2.13 Returns and Withdrawal Policy

All our products are art and handmade of the highest quality. This is an elite handmade gift. So we do not refund Products and/or money paid for them. Products are not replaced.

### 2.14 Damaged or defective Products

For TopAmberStore, quality is paramount. We thoroughly test all our Products. The problem may be caused only by reasons other than materials quality or assembly process. So we are not responsible for any such damage.

Our Customer Service team is available to assist you. Please don't hesitate to contact us with your questions and comments.

## 3. USE OF THE WEBSITE

Please read these Terms and Conditions for website use ("Use of the Website Terms and Conditions") carefully before using the Website and any TopAmberStore content on social media websites. These Use of the Website Terms and Conditions apply to all visits and uses of the Website, as well as to the Content (as defined below), information, recommendations, products and services provided to you on or through the Website. By accessing and using the Website, you grant your consent to these Use of the Website Terms and Conditions in their entirety in addition to any other law or regulation that applies to the Website and the Internet. If

you do not agree to these Use of the Website Terms and Conditions, please leave the Website immediately.

### 3.1 Content on the Website

All of the content featured or displayed on the Website, including, but not limited to, logos, icons, trademarks, text, graphics, photographs, images, moving images, sound, illustrations and software (“Content”), is owned by TopAmberStore, its affiliated companies, its licensors or its content providers. All elements of the Website including, but not limited to, the general design and the Content, can be protected by copyright, moral rights, database rights, trade mark and other laws relating to intellectual property rights. Except as explicitly permitted under this or another agreement with TopAmberStore, no portion or element of the Website or its Content may be copied or retransmitted via any means. The Website, its Content and all related rights shall remain the exclusive property of TopAmberStore, its affiliated companies or its licensors unless otherwise expressly agreed. All such rights are reserved.

### 3.2 Copyright and trademarks

The copyright in all Content is and remains owned by TopAmberStore, its affiliated companies or its licensors as appropriate. Except as may be otherwise indicated in specific documents within the Website, you are authorised to view, play, print and download Content found on the Website for personal, informational, and non-commercial purposes only. You may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any Content. You may not reuse any Content without first obtaining the consent of TopAmberStore. For purposes of these terms, the use of any such Content on any other Website or networked computer environment is prohibited. You will not remove any copyright, trademark or other proprietary notices from Content found on the Website.

In the event you download software (including but not limited to screensavers, smart phone applications, icons, videos and wallpapers) from the Website, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the “Software”) are licensed to you by TopAmberStore. TopAmberStore does not transfer title to the Software to you. You own the medium on which the Software is recorded, but TopAmberStore retains full and complete title to the Software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form.

All trademarks, service marks, logos and trade names which appear on products of TopAmberStore Group, product packaging and/or on the Website, whether registered or not (the "Trade Marks") remain the exclusive property of TopAmberStore, its affiliated companies or its licensors (as appropriate) and are protected by applicable trade mark laws and treaties. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify any of the Trade Marks in any way, including in advertising or publicity pertaining to distribution of materials on the Website, without our prior written consent. The use of any of the Trade Marks on any other Website or network computer environment, for example the storage or reproduction of (a part of) the Website in any external internet Website or the creation of links, hypertext, links or deep links between the Website and any other internet websites, is prohibited without the express written consent of TopAmberStore.

### 3.3 Disclaimer of warranties

The Website and the Content are free of charge and provided 'as is' and without any warranties of any kind. The information on the Website is for general information purposes only and does not constitute advice.

TopAmberStore does not represent or warrant that the information and/or facilities contained in the Website are accurate, complete or current, or that the Website or the server that makes the Website available are free of viruses or any other harmful components. Further, TopAmberStore will not provide for specific IT infrastructure or connectivity. Thus TopAmberStore cannot represent or warrant the Website will be uninterrupted or error free. TopAmberStore does not make any warranties or representations regarding the use of the Content on the Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise, in each case to the fullest extent permitted by applicable law.

### 3.4 Limitation of liability

Your use of the Website is at your own risk. Neither TopAmberStore, nor any of its employees, officers, directors nor any of its agents or any other party involved in creating, producing or delivering the Website will be liable for any direct, indirect, special, consequential or other damages that result from the use of, or the inability to use, the Content on the Website, including damages caused by viruses or any incorrectness or incompleteness of the information on the Website, or the performance of the products or otherwise arising out of or in connection with these Use of Website Terms and Conditions, even if TopAmberStore has been advised of the possibility of any such damages.

### 3.5 Links to third parties



For your convenience and to improve the usage of the Website, links to Websites that are owned and controlled by third parties may be provided from time to time. These links take you outside TopAmberStore`s service and off the Website and are beyond TopAmberStore`s control. This includes links to partners that may use the Trade Marks as part of a co-branding agreement. The Websites you can link to have their own separate terms and conditions as well as a privacy policy. TopAmberStore is not responsible and cannot be held liable for the content and activities of these Websites. You therefore visit/access these Websites entirely at your own risk.

Please note that these other Websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use and/or privacy policies on those Websites prior to using them.

### 3.6 Misuse of the Website

You are prohibited from using the Website to post or transmit any User Generated Content (as defined below) which infringes or may infringe third party intellectual property rights or which is threatening, false, misleading, inflammatory, defamatory, invasive of privacy, obscene, pornographic, abusive, discriminating, illegal or which could constitute or encourage conduct that would be considered a criminal offence, violate the rights of any party or which may otherwise give rise to civil liability or violate any law. TopAmberStore may deny you access to the Website at any time in its sole discretion, and which shall include situations where TopAmberStore believes that your use of the Website is in breach of any of these Use of Website Terms and Conditions and/or applicable laws.

You are also prohibited from using the Website to advertise or perform any commercial solicitation.

You may not use any software, robot, crawler, spider, page scraper or any other automated means or device to (a) access, copy, affect or monitor any part of the Website or its content or circumvent the structure or presentation of the Website or any of its content or (b) to interfere with the operation of the Website or any transaction being made on the Website or interfere or affect any person's use of the Website or to help facilitate any third party to purchase any product on the Website.

You may not attempt to gain unauthorised access to any part or feature of the Website or any system connected to the Website by hacking, password mining or other illegitimate or unauthorised means.

### 3.7 User generated content

All opinions, remarks, comments, artwork, graphics, photographs, links, questions, suggestions, information, videos and other materials (including your personalisation of Customised Products) that you or other users of the Website post to the Website or transmit using the Website (“User Generated Content”) will be deemed non-confidential and non-proprietary. Accordingly, TopAmberStore shall have the non-exclusive, royalty-free, right to use, copy, distribute and disclose to third parties any User Generated Content for any purpose, in any medium and throughout the world (license grant). You acknowledge and agree that TopAmberStore only acts as a passive conduit for the distribution of the User Generated Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Generated Content. TopAmberStore shall not be continuously monitoring User Generated Content published by you or moderating between users, nor shall TopAmberStore be under an obligation to do so. Without limit to the generality of the foregoing, you acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Generated Content do not necessarily represent those of TopAmberStore. Any use by you of the User Generated Content is entirely at your own risk. You represent and warrant that any User Generated Content posted or transmitted by you is original to you and does not copy the work of any third party or otherwise infringe any third party intellectual property rights, rights of privacy or personality rights and does not contain any defamatory or disparaging statements. Furthermore, you represent and warrant that you have the capacity to grant the license as stipulated in this paragraph. You agree to indemnify and keep TopAmberStore and its affiliated companies indemnified against all costs, expenses, damages, losses and liabilities incurred or suffered by TopAmberStore or its affiliated companies related to any User Generated Content posted or transmitted by you or your other use of the Website.

TopAmberStore reserves the right at its sole discretion to block or remove (in whole or part) any User Generated Content posted or transmitted by you and which TopAmberStore believes is not in accordance with these Use of Website Terms and Conditions (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to TopAmberStore.

You agree to promptly notify TopAmberStore in writing (see How to Contact Us below for contact details) of any User Generated Content (or other Content) which breaches these Use of Website Terms and Conditions. You agree to provide to TopAmberStore sufficient information to enable TopAmberStore to investigate whether such User Generated Content (or other Content) breaches these Use of Website Terms and Conditions. TopAmberStore agrees to make good faith efforts to investigate such

complaint and shall take such action as TopAmberStore in its sole discretion decides. However, TopAmberStore does not warrant or represent that it will block or remove (in whole or part) such User Generated Content or other Content.

### 3.8 Unsolicited ideas

TopAmberStore maintains the policy of not reviewing or accepting any unsolicited submissions of ideas, inventions, designs and/or other materials related to TopAmberStore e business whether consisting of texts, images, sounds, software, information or otherwise (the "Materials") from persons external to TopAmberStore. You should therefore not post any Materials on the Website or send these to TopAmberStore by e-mail or otherwise.

## 4. MISCELLANEOUS

### 4.1 How can you contact us?

If you have any questions or comments about the Website or the TopAmberStore Terms and Conditions or in the unlikely event that you wish to make a complaint please don't hesitate to contact our Customer Service.

### 4.2 Priorities

In case of contradiction between TopAmberStore Terms and Conditions and any content contained in other parts of the Website or in links, TopAmberStore Terms and Conditions contained in this document prevail.

### 4.3 Amendments to the TopAmberStore Terms and Conditions

We reserve the right to make changes to these Terms and Conditions at any time.

The use of this Website as well as any purchase agreement executed between you and us, will be subject to the version of the TopAmberStore Terms and Conditions in force at the time you place the order through this Website or the day you browse this Website (as applicable).

Please check the TopAmberStore Terms and Conditions periodically for changes.

### 4.4 Data protection

TopAmberStore fully respects the privacy of individuals who access and use the Website. For details on the manner in which we use cookies, the type of information we collect, how and for what purpose, we use your information and under what circumstances we disclose information please see our [Privacy Statement](#) and [Cookie Policy](#), which are incorporated into and form part of these TopAmberStore Terms and Conditions.

By placing a purchase order you agree and understand that we may collect, use, store and process your personal data in accordance with our [Privacy Statement](#).

#### 4.5 Severance

Each provision of the TopAmberStore Terms and Conditions shall be construed separately and independently of each other. If any provision is deemed invalid, void or otherwise unenforceable, that provision shall be deemed severable from and shall not affect the enforceability of any of the other provisions of these TopAmberStore Terms and Conditions.

#### 4.6 Sub-contracting and assignment

TopAmberStore reserves the right to sub-contract, transfer, assign or novate all or any of our rights and obligations under TopAmberStore`s terms and conditions provided that your rights under Topamberstore terms and conditions are not affected. You may not sub-contract, assign or otherwise transfer any of your rights or obligations under the TopAmberStore`s terms and conditions without our consent in writing.

#### 4.7 Events beyond reasonable control

TopAmberStore will be not held responsible for any delay or failure to perform or comply with our obligations under the TopAmberStore terms and conditions when the delay or failure arises from any cause which is beyond TopAmberStore`s reasonable control.

#### 4.8 Applicable law and jurisdiction

The TopAmberStore Terms and Conditions shall be governed by the laws of The Ukraine. Ukraine law applies to the sales contract, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). This does not affect the applicable mandatory rights under the law of your country of residence.

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