

Last updated: 2022-12-11

1. Introduction

Welcome to **Peridot Gem Events and Party Rentals LLC** (“Company”, “we”, “our”, “us”)!

These Terms of Service (“Terms”, “Terms of Service”) govern your use of our website located at **www.peridotgemevents.com** (together or individually “Service”) operated by **Peridot Gem Events and Party Rentals LLC**.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us includes these Terms and our Privacy Policy (“Agreements”). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at **support@peridotgemevents.com** so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

2. Definitions

“**Agreement**” refers to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;

“**User**”, “**You**” and “**your**” refers to the person who is accessing for taking any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website;

“**Customer**” refers to the Member registered with the website for searching and booking product/service(s) available on the Website;

“**Vendor**” refers to the Member registered with the website for publishing and offering their product/service(s) through the Website;

“**We**”, “**us**”, and “**our**” are references to **Peridot Gem Events and Party Rentals, LLC**;

“**Website**” or “**Platform**” shall mean and include “**https://www.peridotgemevents.com**”, and any successor Website or any of its affiliates;

3. SERVICES

At peridotgemevents.com, we offer you a meticulously designed platform where customers will be able to communicate with vendors by requesting a quote for their services.

Peridotgemevents.com is a platform that links our partner Vendors with Customers in which our partner Vendors display their products/services and allows Customers to inquire about these products/services through our service.

Clients search for their desired services then select the “Get A Quote” button from the selected vendor. The vendor will respond back to the quote request.

4. Registration

End users are not required to register with us to browse our website. However, if you are a Vendor looking to list your Product/Services on our website you will be required to purchase a membership subscription to do so. Vendors will be required to provide business details via email to complete register.

5. Communications

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at vendors@peridotgmemevents.com.

Electronic Communication: When you use this Website or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply communications from us electronically in the same format and you can keep copies of these communications for your records.

Our platform uses Getresponse as a third-party to communicate via email.

End users and Vendors may communicate through email via our website by filling out a contact form to inquire about quote requests, listings, or bookings. While having direct email contact with the other party, it is highly recommended that you do not use this medium initiated by our website to conduct unsolicited commercial activities.

Customers can search and submit their rental requests to the platform; our web admin will pass it to the registered agents or Vendors including the contact info of the Customer.

Our site is free for customers to use. Customers search for party services to build their events.

End users and Vendors will not have direct access to their profiles to make any changes needed. If there is a need to change, add or remove any information; it should be submitted to us as a request via email vendors@peridotgmemevents.com

6. Purchases

If you wish to purchase any product or service made available through Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct, and complete.

We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

7. PAID SUBSCRIPTION

All the payments for any service available on the website shall be governed by our terms and conditions.

For availing of our paid services on a subscription basis, the vendor must subscribe to the appropriate Subscription Plan according to his requirements. You will be liable to pay us based on the Subscription Plan chosen.

While providing your details you must be careful and warrant that the information provided is true and accurate.

Payment mode shall be:

Online: Credit Cards and Debit Cards

Stripe

When you purchase a Subscription Plan, you expressly authorize us (or our third-party payment processor) to charge you for the term of your Subscription each time your payment is due under your Subscription Plan.

We may ask you to supply additional information relevant to your Transaction, including your credit card number (or other payment information), the expiration date of your credit card, and your email and postal addresses for billing and notification (such information, "Payment Information").

You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information.

When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges).

You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information).

Subscriptions: If you purchase a Subscription, you will be charged the monthly or annual (as applicable) Subscription fee, plus any applicable taxes, and other charges ("Subscription Fee"), at the beginning of your subscription and each month or year (as applicable) thereafter, at the then-current Subscription Fee. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each month or year on the anniversary of the commencement of your Subscription, using the Payment Information you have provided until you cancel your subscription. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment

features and you accept responsibility for all recurring payment obligations before cancellation of your Subscription by you or us.

*Members will be notified by email about the new website launch date. The start of the Vendor listing Product/Services year will be the date of the new and improved website launch date.

The refund shall be allowed as per our refund policy. No refunds on promotions.

Grandfathered policy: VIP Gem Membership subscription is obtained when purchased at the promotional rate. After the membership is purchased, the vendors will be grandfathered in for 24 months. Members can cancel their subscriptions at any time. After canceling, customers can still renew subscriptions until the billing period ends.

We are happy to support you if there is any issue you can contact our back-office team for any inquiry or problem.

We take user feedback very seriously and use it to constantly improve our products and quality of service.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

8. Contests, Sweepstakes and Promotions

Any contests, sweepstakes, or other promotions (collectively, "Promotions") made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

Vendors can purchase a prepaid subscription that allows a single payment upfront for the listing of their business on peridotgemevents.com platform. Members will be notified by email about the new website launch date. The start of the Vendor listing Product/Services year will be the date of the new and improved website launch date.

Promotional discount valid through February 15th, 2023. Subscriptions can be purchased at the standard rate (\$30.00/year) after February 15th, 2023. Only \$20.00 for 2 years.

No refund on promotions.

9. Content

Content found on or through this Service are the property of Peridot Gem Events and Party Rentals LLC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

10. GENERAL CONDITIONS

We do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us.

We make material changes to these terms and conditions from time to time, we may notify you either by prominently posting a notice of such changes or via email communication.

The website is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they apply to the Service.

We shall have no liability to you for any failure to deliver Services you have ordered or any delay in doing so if caused by any event or circumstances beyond our reasonable control including, without limitation, adverse weather, pandemics, strikes, lockouts, and other industrial disputes, breakdown or systems or network access, flood, fire, explosion, accident, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

Peridot Gem Events and Party Rentals, LLC is not to be responsible for any info on the website but we reserve the right to take any post down if proven to be illegal in any way (we do not monitor the forum at this time and will rely on users to report any illegal/offensive content by email at vendors@peridotgemevents.com).

You understand that each Vendor is responsible for complying with all legal requirements and maintaining their product/service(s) in a safe and good condition.

11. LIMITED GUARANTEE

By this Website:

We provide an opportunity for you to avail of the offered services from our Website.

We do not provide any warranty or guarantee that the service descriptions are accurate, complete, reliable, current, or error-free. If a service offered by the Website is not as described, your sole remedy is to intimate us about Services for taking further action.

12. GEOGRAPHIC RESTRICTION

We reserve the right, but not the obligation, to limit the usage or supply of any service to any person, geographic region, or jurisdiction. We may use this right as per the necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Service made on this Website is invalid where banned.

13. USER RESPONSIBILITIES

You shall use the Service and Website for a lawful purpose and comply with all the applicable laws while using the Website.

You shall not use or access the Website for collecting any market research for some competing business.

You shall not misrepresent or impersonate any person or entity for any false or illegal purpose.

You will not use any device, scraper, or any automated thing to access the Website by any means without taking permission.

You will inform us about anything that is inappropriate, or you can inform us if you find something illegal.

You will not interfere with or try to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or try to gain access to any data, files, or passwords connected to the Website through hacking, password or data mining, or any other means.

You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Website.

You will let us know about the unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.

You agree to comply with all applicable domestic laws, statutes, ordinances, and regulations regarding your use of our website. We reserve the right to investigate complaints or reported violations of our Terms and to take any action we deem appropriate, including but not limited to canceling your user account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties

We reserve the right, in our sole and absolute discretion, to deny you access to the Website or any service, or any portion of the Website or service, without notice, and to remove any content.

14. USER'S OBLIGATIONS

User takes full responsibility for all information that they provide on the www.peridotgemevents.com Website and must indemnify **Peridot Gem Events and Party Rentals, LLC** about any liability incurred by **Peridot Gem Events and Party Rentals, LLC** as a result of such information.

All information provided by a User on the www.peridotgemevents.com Website must be accurate and kept up-to-date. This includes the correct name, address, telephone number, and product/service details. Details entered by the User on the www.peridotgemevents.com Website will be publicly visible and may appear in search engine results.

Use of the www.peridotgemevents.com Website is entirely at a user's own risk. A user must exercise complete caution when using the www.peridotgemevents.com Website.

Advertisement for the listing of any product/service, no listing shall be made for the product/service which is prohibited or restricted by applicable law.

15. LISTING POLICY

All content is in a specific format and will not change unless agreed upon.

We will not be held liable for any outcome from the content listed.

We will not communicate on any user's behalf.

The content will remain on the site for the agreed-upon duration.

We reserved the right to remove any ad at our discretion.

We will not be held liable for the information advertised with the product/service that has been given to us by the user.

The content does not contain anything that is ambiguous or misleading or likely to deceive or mislead or that is defamatory or indecent or which otherwise offends the ethical and moral standards of society. Further, the advertisement does not infringe a copyright, trademark, or otherwise infringe any intellectual property rights; that breaches any provision of any statute, regulation, bye-law, or any other rule or law, as may be applicable in force from time to time;

The publication of the advertisement/content will not give rise to any claim or action against www.peridotgemevents.com or any of its employees, directors, representatives, etc.

- Advertisements/Contents must comply with:-
 - Local, State, and National laws, Rules, Regulations, Guidelines, and policies, as may be applicable, from time to time.

We reserve the right to reject any content after acceptance of the release order/material. We do not accept any responsibility for content missed or rejected after acceptance of release orders/ materials.

The decision of www.peridotgemevents.com will be final in all matters.

16. PRODUCT TERMS

Peridotgemevents.com is a platform that links our partner Vendors with Customers where our partner Vendors display their products/services and allows Customers to inquire about these products/services through our service. Product Terms

All product/service information, appearances, conditions, and qualities are the sole liability of our partner Vendors displayed in our application.

Availability of any product or service is the sole responsibility of the Vendor(s) to fulfill and [Peridot Gem Events and Party Rentals, LLC](#) is not responsible for any information on the website as they were offered by the Vendors.

In case an order was executed and the product AND / OR service was not available due to any circumstances, the Vendor is liable for satisfying the order to the customer affected, and [Peridot Gem Events and Party Rentals, LLC](#) is not responsible

In case any order cannot be fulfilled for any circumstances by the vendor, it is the vendor's responsibility to contact the client and resolve the matter. Please note that starting April 1, 2020, for any customer refunds "Stripe" has changed their policies and will no longer refund the credit card processing fee for refunded transactions. For additional information please visit [Stripe.com](https://stripe.com) After canceling, customers can still renew subscriptions until the billing period ends.

17. Modification To The Service

We reserve the right, at our discretion, to change, modify, add to, or remove portions of the Terms (collectively, "Changes"), at any time. We may notify you of changes by posting a revised version of the Terms incorporating the changes to our Website. Your continued use of the Site following the posting of changes will mean that you accept and agree to the Changes.

18. Product Images/Information:

The vendor will make available to Peridot Gem Events and Party Rentals (including permitting Peridot Gem Events and Party Rentals to collect from Vendor's website) all textual materials or metadata requested by Peridot Gem Events and Party Rentals for each Product ("Product Information"), including product name, UPC, brand, list price, fabric content (if the product is a textile product), electronic images, any Product information or warnings required by law to be disclosed in any booking, sale or advertisement of the Product, country of origin.

At Vendor's sole discretion, the Vendor may choose to provide Peridot Gem Events and Party Rentals, LLC with Promotional Materials. "Promotional Materials" means any logos, publicity images, and other content or materials the Vendor makes available to Peridot Gem Events and Party Rentals.

Vendor grants Peridot Gem and Events party Rentals a non-exclusive, worldwide, perpetual, irrevocable, and royalty-free license to:

- (a) use, copy and display the Product Information and Promotional Materials on or in connection with any website (or similar e-commerce channel);
- (b) convert to digital electronic form, excerpt, reformat, adapt, or otherwise create derivative works of the Product Information and Promotional Materials;
- (c) use all trademarks or trade names included in the Product Information and Promotional Materials; and
- (d) sub-license any of the foregoing rights to parties participating in the Peridot Gem Events and Party Rentals program and other similar programs where the users are subject to similar restrictions.

19. EXCLUSION OF LIABILITY

We accept no responsibility for delays/errors due to circumstances outside of our ruling (Force Majeure). These circumstances can be, for example, labor conflict, fire, war, government decisions, or reduced or non-delivery from the other user.

We shall not be liable and responsible for the behavior of the users. And we are also not accountable for the quality of the services provided by the Relationship manager on the website.

You understand and agree that we (a) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (b) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of the **www.peridotgemevents.com** Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall **Peridot Gem Events and Party Rentals, LLC**, nor its owners, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or

exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; and (iii) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage.

20. NO RESPONSIBILITY

We are not responsible to you for:

- any losses you suffer because the information you put on our website is inaccurate or incomplete; or
- any losses you suffer because you cannot use our website at any time; or
- any errors in or omissions from our website; or
- any unauthorized access or loss of personal information that is beyond our control.

21. SPAM POLICY

You are strictly prohibited from using the Website or any of our's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

22. Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- 0.1. In any way that violates any applicable national or international law or regulation.
- 0.2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- 0.3. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- 0.4. To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- 0.5. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- 0.6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- 0.1. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- 0.2. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- 0.3. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- 0.4. Use any device, software, or routine that interferes with the proper working of Service.
- 0.5. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- 0.6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- 0.7. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- 0.8. Take any action that may damage or falsify Company rating.
- 0.9. Otherwise attempt to interfere with the proper working of Service.

23. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

24. No Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

25. Intellectual Property

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Peridot Gem Events and Party Rentals LLC and its licensors. Service is protected by copyright, trademark, and other laws of and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of Peridot Gem Events and Party Rentals LLC.

26. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email

to support@peridotgemevents.com, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

27. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- 0.1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;
- 0.2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- 0.3. identification of the URL or other specific location on Service where the material that you claim is infringing is located;
- 0.4. your address, telephone number, and email address;
- 0.5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- 0.6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

You can contact our Copyright Agent via email at support@peridotgemevents.com.

28. Error Reporting and Feedback

You may provide us either directly at support@peridotgemevents.com or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“Feedback”). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

29. Links To Other Web Sites

Our Service may contain links to third party web sites such as Stripe, Getresponse and Google Forms or services that are not owned or controlled by Peridot Gem Events and Party Rentals LLC.

Peridot Gem Events and Party Rentals LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY 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 THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

30. Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INCOME DISCLAIMER: Although we make every effort to accurately represent the services and/or products presented on this website, Peridot Gem Events and Party Rentals, LLC makes no assurance, representation or promise regarding future earnings or income, or that you will make any specific amount of money, or any money at all, or that you will not lose money. Earnings or income statements, or examples of earnings or income, represent estimates of what you may earn; however, there is no promise or guarantee that you may experience bookings. There is no assurance that any prior success or past results regarding earnings or income may be an indication of your future success or results.

31. Limitation of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

32. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Content or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of the such matter.

33. SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

34. TERMINATION

Term. The Services will be provided to you can be canceled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

Effect of Termination. Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 90 days. All sections of the Terms

that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

35. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter contained in this Agreement.

36. DISPUTE AND REFUND POLICY

If a dispute arises between you and the website www.peridotgemevents.com, our goal is to resolve such a dispute quickly and cost-effectively. Accordingly, you and the website agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or the website and mobile application Services (a "Claim") in accordance with this section entitled "Dispute Resolution." Before resorting to these alternatives, you agree to first contact us directly to seek dispute assistance by going to Customer Service.

All issues related to transactions shall always be between the Vendor and the Customer. We (peridotgemevents.com) are not liable for any claims between the Vendor and the Customer. And Vendor hereby agrees to indemnify, defend and hold harmless the Website in connection therewith.

Members/vendors active for less than 6 months and have had no requested quotes from customers may be granted a refund of their subscription fees upon reasonable cause. Refunds can take up to 7 to 10 business days.

No refunds shall be applicable on promotional offers.

Digital Goods: All digital plans, services, e-books, and recordings, being non-tangible, irrevocable goods are instantly delivered to the preferred email address that a Client enters at our checkout. If you are not satisfied with the product due to malfunction, please contact our customer care at Support@peridotgemevents.com to resolve this matter.

As a Client, you are responsible for understanding these terms, upon purchasing any item at our Site and ensuring you've purchased the product you intended to.

Please note that starting April 1, 2020, for any customer refunds "Stripe" has changed their policies and will no longer refund the credit card processing fee for refunded transactions. For additional information please visit [Stripe.com](https://stripe.com)

After canceling, customers can still renew subscriptions until the billing period ends.

In a determination to accomplish customer satisfaction, if there is an issue, you can contact us for a refund or any other issues through our email support@peridotgemevents.com.

37. Governing Law

These Terms shall be governed and construed in accordance with the laws of United States, which governing law applies to agreement without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

38. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

39. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

40. Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

41. Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

42. Contact Us

Please send your feedback, comments, requests for technical support by email: vendors@peridotgamevents.com.

To view our privacy policy, click here

<https://assets.nicepagecdn.com/6363b78f/3159477/files/PrivacyPolicy611.pdf>