

Terms and Conditions

Agreement between User and www.jadeclayco.com

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www.jadeclayco.com is an E-Commerce Site.

Experience the artisanal touch in our jewelry collection, offering a blend of creativity and sophistication. Each piece is a testament to the beauty of hand-made jewelry, adding an authentic flair to your look.

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If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that JadeClay Co. is not responsible for third party access to your account that results from theft or misappropriation of your account. JadeClay Co. and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

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Indemnification

You agree to indemnify, defend and hold harmless JadeClay Co., its officers, directors,

employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. JadeClay Co. reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with JadeClay Co. in asserting any available defenses.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and JadeClay Co. agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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Termination/Access Restriction

JadeClay Co. reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Colorado and you hereby consent to the exclusive jurisdiction and venue of courts in Colorado in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and JadeClay Co. as a result of this agreement or use of the Site. JadeClay Co.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of JadeClay Co.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by JadeClay Co. with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and JadeClay Co. with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and JadeClay Co. with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

JadeClay Co. reserves the right, in its sole discretion, to change the Terms under which www.jadeclayco.com is offered. The most current version of the Terms will supersede all previous versions. JadeClay Co. encourages you to periodically review the Terms to stay informed of our

updates.

Contact Us

JadeClay Co. welcomes your questions or comments regarding the Terms:

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Fort Morgan, Colorado 80701

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Effective as of June 25, 2025