

# Terms and Conditions

## Company overview

Welcome to WILLOW&NOX!

Willow&Nox Inc (Trade name Willow&Nox) is a luxury diamond Jeweller. We offer beautiful and elegant, high quality engagement rings at great prices. Our team has over 30 years of experience in providing excellent customer service. We are committed to providing excellence of quality, innovative designs and craftsmanship. Willow&Nox offers one of a kind rings for your one of a kind love.

These terms and conditions outline the rules and regulations for the use of WILLOW&NOX's Website, located at <https://willownox.com/>.

By accessing this website we assume you accept these terms and conditions. Do not continue to use WILLOW&NOX if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of Canada. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

## **The Effective date**

The Terms and Conditions of Willow&Nox are updated on 9/15/2021. If we make any changes to this Agreement, we will inform you of them by any reasonable method, including by posting a revised version of this Agreement on the Site. We are not responsible for any disputes between you and us that arise before the date we post the revised Agreement incorporating the new terms, or otherwise notify you of the changes. If you continue to use this Site, you are considered to have agreed to the amended Agreement.

## **Jurisdiction/Governing law**

All terms and conditions of this Agreement will be subject to the laws of Canada (including federal arbitration law) and the State of Ontario, Canada., without regard to any principles of conflict of laws, and regardless of where you are located. However, nothing in this Agreement will preclude you from bringing matters to the attention of federal, state, or local agencies for their consideration, and they can seek relief against us on your behalf, if allowed by law.

## **Your Privacy**

Please read our detailed Privacy Policy [here](#).

## **Contact information**

If you have a question or complaint regarding the Site, please send an e-mail to [willow.nox@outlook.com](mailto:willow.nox@outlook.com). You may also contact us by filling this [contact form](#), or by calling us at 647-212-WNOX (9669).

## **Limitation of liability & disclaimer of warranties**

In relation to these site terms and conditions or the site or its contents or services, we make no representations or warranties of any kind, express or implied. You understand and agree that we will not be held responsible or liable under contract, warranty or in tort (including negligence) for any of the following. (a) interruption of business, (b) delays or interruptions in access to the site, (c) loss of data, misdelivery, corruption, destruction, or other modification; (d) loss resulting from dealing with an off-website link on the site, (e) computer viruses, system failures, or malfunctions that may occur in the course of using this site, including through hyperlinks to or from third-party websites, (f) any errors or omissions in content, or (g) unforeseen events.

The site is not liable for any damages of any kind arising from or associated with its use. We expressly exclude all liability for damages whatsoever, whether direct, indirect, incidental, punitive, consequential, losses of data, income, profit, loss of or damage to property, or claims by third parties. Terminating your use of the site is the only remedy available to you if you are dissatisfied with it. You are not subject to any other obligation, liability, or responsibility from us.

## **Rules of Conduct**

According to WILLOW&NOX, you are not allowed to do any of the following in connection with the Site:

- Transmit, post, or otherwise make available any content that is or may be: (a) threatening, harassing, hateful degrading, or intimidating, or otherwise affecting the rights and dignity of others; (b) defamatory, fraudulent, libelous, or otherwise tortious; (c) obscene, pornographic, indecent, or otherwise objectionable; or (d) protected by trademark, copyright, trade secret, right of publicity or privacy or any other proprietary right, in absence of the express prior written consent of the applicable owner.

- Any computer code, file, program or worm that is or is potentially harmful or invasive or intended to disable the operation of, or to monitor the use of, hardware, software, or equipment should not be posted, transmitted, or otherwise made available.
- To use the Site to engage in fraudulent or illegal activity; to gather or store information about members of the Site; or to download and store systematically Site content.
- Intimidate or restrict any other individual from using the Site; interfere with or disrupt the operation of the Site or the servers or networks used to make it accessible, including through hacking or defacing any portion of the Site; or violate any procedure, policy or requirement of such servers or networks.
- Modify, reproduce, adapt, translate, create derivative works of, sell, distribute, rent, lease, loan, timeshare, or otherwise exploit any section of (or any utilization of) the Site except as expressly authorized herein; reverse engineer, decompile or disassemble any section of the Site, except where such restriction is expressly prohibited by applicable law; frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any service or product; or remove any trademark, copyright or other proprietary rights notice from the website.
- Using any sort of robot, spider, site search/retrieval application, or other manual or automatic device for retrieving, indexing, scraping, mining, or otherwise gathering Site content, or for reproducing, circumventing, or manipulating the Site's navigation. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site's root directory, WILLOW&NOX grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. This permission may be revoked at any time without notice either generally or in specific situations.

## **User restrictions**

The website may, but have no obligation to monitor, edit, or remove content that we determine is unlawful, offensive, threatening, defamatory, pornographic, obscene, or violates any party's intellectual property rights or these Terms of Service. By posting comments, you agree not to violate any rights of third parties, including copyright, trademark, privacy, personality, or any other proprietary or personal right.

Moreover, you agree that your comments will not contain libelous, defamatory, abusive or obscene content, nor computer viruses or other malware that could affect the Service or its parts. No false e-mail addresses are allowed, no pretending to be someone other than yourself, and no other misrepresentation of your identity is allowed. The accuracy of your comments is solely up to you. Please note that we do not take responsibility and assume no liability for any comments or other content posted by you or anyone else.

## **Third Party Terms and Conditions**

Neither Willow&Nox nor any of its subsidiaries, our affiliates, or our partners monitor, approve, or control Third-Party Content, and its inclusion does not imply any association, endorsement, or relationship with the business, product, service, or supplier referenced. Off-website pages or any other website linked to or from the Site are not under our control, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages, including, without limitation, their privacy policies or terms and conditions. Willow&Nox is not responsible for the content or privacy policies of third-party websites ("Third Party Content").

## **Intellectual Property**

The content of this website and its elements are protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights that are valid and protected worldwide in all formats, media, and technologies now existing and hereafter developed. Additionally, you acknowledge

that the Content is and shall remain Willow&Nox's property or that of their licensors. As a user, you agree not to encumber or claim any interest in, or any rights to, the Content. No part of or the whole of any Content may be modified, transmitted, sold, transferred, or converted into derivative works. You may print a single copy of Content for your own personal, non-commercial use as long as you preserve all notices contained in the Content, such as all copyright notices, trademark legends, and proprietary rights notices.

## **Cookies**

We employ the use of cookies. By accessing WILLOW&NOX, you agreed to use cookies in agreement with the WILLOW&NOX's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

## **Shipping & Delivery**

You will receive a fully insured delivery of your order. We strongly advise all customers to inspect packages carefully before signing or receiving them.

Orders shipping to Canada will have an estimated arrival date listed in each product's details. The arrival date is based on the approximate number of days required for processing, packaging, and shipping your order. In the case of international orders, we will provide an estimated shipping date. It is possible that the actual arrival date may differ based on transport and customs clearance times.

We package all items we send in our signature WILLOW & NOX boxes. Our engagement rings arrive in an attractive ring box inside an elegant presentation box, ready for your proposal.

## **Return & Exchange Policy**

We have a zero return policy after your order is delivered to your location by courier or hand delivery.

Please call our consultant at 647-212-WNOX (9669) if you would like to change or cancel an order. Orders may be changed to the extent possible prior to shipping confirmation. There may be a delay in shipping due to certain changes. It is not possible to cancel or change a special order request or an order that has already shipped.

## **Payment terms**

The users have to approve the style, specs, and design all upfront and pay 30% up front fee. After you have selected your product and provided shipping information, you will be asked for your payment information, such as your credit card information and any promotional codes or gift cards. We take debit card, credit card or cash. You authorize us and our third party payment processors to charge the amount of your order to your chosen payment method when you enter your payment information and submit your order.

## **Information Accuracy**

We strive to describe our products on the Site as accurately as possible; however, we make no guarantees as to the accuracy, completeness, reliability, or error-free nature of any product descriptions, colors, information or other content on the Site. The Site may contain typographical errors or inaccuracies, and it may not be complete or up to date. Thus, Willow&Nox may correct any errors, inaccuracies or omissions (including after an order has been submitted) as well as change or update information without prior notice. If you place an order based on inaccurate pricing or availability information, then you will be subject to refusal or cancellation. Please

accept our apologies for any inconvenience. Throughout these Terms of Service, the term "Content" refers to information, data, text, video, written posts, comments, graphics, software and any other features made available on or through the Site. You acknowledge that the Site and all the Content that you access on it are at your risk and you will be solely responsible for any damages or losses caused as a result.

## **Terms of Use**

These Terms of Use (together with our Privacy Policy) contain the entire and exclusive agreement between us regarding your use of the Site, and are governed by and supersede all prior proposals, agreements, or other communications. By posting the changes on the Site and providing notice of such changes, we reserve the right to change these Terms of Use at any time. Once a change has been posted on the Site and notified, it becomes effective immediately. You agree to follow any changes to the Terms of Service by continuing to use the Site. Any of the rights granted by these Terms of Service may be terminated by us with or without prior notice. The Site can be terminated at any time by you, including, as appropriate, by ceasing to use it. You agree to comply immediately with any notice requiring you to do so. To contact us regarding these Terms of Use or the Privacy Policy, please send an email to [willow.nox@outlook.com](mailto:willow.nox@outlook.com).