

Terms and Conditions

Terms and Conditions

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In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material, and audio-visual material) that you submit to this website, for whatever purpose.

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You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Dana Kelly Oriental Rugs reserves the right to edit or remove any material submitted to this website, or stored on Dana Kelly Oriental Rugs's servers, or hosted or published upon this website.

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Without prejudice to the generality of the foregoing paragraph, Dana Kelly Oriental Rugs does not warrant that:

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- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes or is meant to constitute, advice of any kind.

Limitations of liability

Dana Kelly Oriental Rugs will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special, or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Dana Kelly Oriental Rugs has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Dana Kelly Oriental Rugs’s liability in respect of any:

- death or personal injury caused by Dana Kelly Oriental Rugs’s negligence;
- fraud or fraudulent misrepresentation on the part of Dana Kelly Oriental Rugs; or
- matter which it would be illegal or unlawful for Dana Kelly Oriental Rugs to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Dana Kelly Oriental Rugs has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Dana Kelly Oriental Rugs's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Dana Kelly Oriental Rugs's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Dana Kelly Oriental Rugs.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Dana Kelly Oriental Rugs and undertake to keep Dana Kelly Oriental Rugs indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Dana Kelly Oriental Rugs to a third party in settlement of a claim or dispute on the advice of Dana Kelly Oriental Rugs's legal advisers) incurred or suffered by Dana Kelly Oriental Rugs arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Dana Kelly Oriental Rugs's other rights under these terms and conditions, if you breach these terms and conditions in any way, Dana Kelly Oriental Rugs may take such action as Dana Kelly Oriental Rugs deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Dana Kelly Oriental Rugs may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Information & Pricing

Price, products, and specifications subject to change without notice or obligation.

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Dana Kelly Oriental Rugs may transfer, sub-contract or otherwise deal with Dana Kelly Oriental Rugs's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and Dana Kelly Oriental Rugs in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the state of Kentucky, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of Lexington/Fayette County.

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- Ad serving
- Website Page Testing
- Email tracking

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