



Terms & Conditions For Diamonds & Gold

Diamonds

1. This Diamond Attorney, Web Site ("The Site") Terms and Conditions of Use Agreement (the "Terms of Use") is between the party clicking "accept" below and/or using The Site ("you") and Diamond Attorney, Inc, with a principal place of business at 3015 Caroline in Houston, Texas 77004. Diamond Attorney is a Texas for profit Corporation under the direction of A. Don Forester the managing Attorney of the Law Office of A. Don Forester. You should carefully read the Terms of Use before using "The Site." By using The Site you agree to be bound by the terms and conditions of use set forth in the Terms of Use. This is a legally binding agreement. If you do not agree with the Terms of Use you should not use The Site and must leave The Site.
2. You agree to use "The Site" in a manner consistent with the "Terms of Use" and all applicable rules and regulations. You acknowledge that you have read the "Terms of Use" and that you accept the terms thereof.
3. You agree to read these terms of use carefully before using "The Site". If you do not agree to the "Terms of Use", you may not access or otherwise use "The Site."
4. You accept that "The Site" is provided on an "as is, as available" basis.
5. The materials included in The Site are for general information purposes only and do not constitute legal advice. They are not intended to be a substitute for obtaining legal advice from our legal counsel. ALL ARTICLES AND MATERIAL DISPLAYED BY US ON THE SITE ARE FOR INFORMATION ONLY, ARE NO SUBSTITUTE FOR SPECIFIC ADVICE, AND ARE IN NO MANNER TO BE CONSIDERED LEGAL ADVICE OR OTHER LICENSED PROFESSIONAL ADVICE OR A SUBSTITUTE. THEREFORE, FOR SPECIFIC LEGAL ADVICE REGARDING YOUR PARTICULAR CIRCUMSTANCES, YOU MUST RETAIN LEGAL COUNSEL.
6. Diamond Attorney, Inc. does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through The Site. You acknowledge that any reliance upon any such materials, opinion, advice, statement, memorandum, or information shall be at your sole risk. Diamond Attorney, Inc. reserves the right, in its sole discretion, to correct any errors or omissions in any portion of "The Site."
7. WE MAY, SUBJECT TO AND IN ACCORDANCE WITH OUR PRIVACY POLICY FOR MARKETING AND OTHER PURPOSES COLLECT, PROCESS AND TRANSMIT CERTAIN DATA OBTAINED FROM AND ABOUT YOU IN THE COURSE OF YOUR ACCESSING THE SITE. BY AGREEING TO THESE TERMS YOU AGREE TO SUCH DATA BEING SO USED AND FURTHER AGREE THAT IT MAY BE TRANSMITTED TO OTHERS WHETHER OR NOT WITHIN THE UNITED STATES IN ACCORDANCE WITH OUR PRIVACY POLICY AND UNDER APPLICABLE PRIVACY AND DATA PROTECTION LEGISLATION.
8. The Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. All materials contained on The Site are protected by copyright, and are owned or controlled by Diamond Attorney, Inc. Permission is given to view the material on these web pages and save that material only for your personal reference.
9. Subject to the above, you may not modify, copy, distribute, republish or upload any of the material on The Site in any way unless you obtain the prior written consent of Diamond Attorney. No intellectual property or other rights shall be transferred to you through your use of "The Site." Diamond Attorney, Inc. reserves the right to make changes to "The Site", including the availability of any feature, content, web page materials, product information and prices on "The Site" at any time without notice or liability.

10. You represent, warrant and covenant that: (A) you shall not upload, post or transmit to or distribute or otherwise publish through The Site any materials which (i) restrict or inhibit any other user from using and enjoying The Site, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (B) that you are at least eighteen (18) years old.
11. You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all material they contain and that such Postings shall not infringe any proprietary or other rights of third parties. By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to The Site, you hereby grant to Diamond Attorney, subject to our privacy policy, a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed.
12. You hereby waive all rights to any claim against Diamond Attorney, Inc. for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such communications.
13. Except where the use of Secure Transactions is explicitly noted, you acknowledge that transmissions to and from The Site are not confidential and your Communications may be read or intercepted by others. Any unprotected e-mail communication over the Internet is subject to possible interception or loss, is not confidential and is also subject to possible alteration. We are not responsible for and will not be liable to you or any third party for damages in connection with an e-mail sent by you to us or an e-mail sent by us to you, or anyone you designate, at your request. Violators of this section who use our services for any illegal purpose including but not limited to repeated unwanted e-mails or "Spam," may be prosecuted to the full extent of the law. You acknowledge that by submitting Communications to Diamond Attorney, no confidential, fiduciary, contractually implied or other relationship is created between you and Diamond Attorney, other than pursuant to these "Terms of Use" and any subsequent written agreement entered into with Diamond Attorney, Inc.
14. THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS, AS AVAILABLE." TO THE FULLEST EXTENT PERMISSIBLE BY LAW. DIAMOND ATTORNEY, AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE. FURTHER, DIAMOND ATTORNEY, DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DIAMOND ATTORNEY, DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DIAMOND ATTORNEY AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. FURTHER, IN NO EVENT WILL DIAMOND ATTORNEY BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, AND USE OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE ON BEHALF OF OUR EMPLOYEES, AGENTS, SUPPLIERS, AND CONTRACTORS, DISCLAIM AND EXCLUDE LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS

CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS THE SITE OR ANY WEB SITE WITH WHICH IT IS LINKED. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY.

15. You hereby agree to indemnify, defend and hold Diamond Attorney, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or the foregoing representations, warranties and covenants, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. Diamond Attorney, reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Diamond Attorney.
16. These Terms of Use contain the entire understanding between us with respect of The Site and no representation, statement; inducement oral or written, not contained herein shall bind either of us. Diamond Attorney, reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Use, in whole or in part, at any time. Notification of changes in these Terms of Use will be posted on The Site.
17. Should any part of the Terms of Use be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the Terms of Use had been eliminated.
18. "The Site," any information provided from it and the Terms of Use are given and made in the state of Texas, United States of America. THIS TERMS OF USE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS TERMS OF USE AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN HARRIS COUNTY IN THE STATE OF TEXAS.

**DIAMOND
ATTORNEY**



Terms & Conditions For Diamonds & Gold

Gold

The terms and conditions contained below shall be binding on each and every customer of Diamond Attorney Inc. as it affects those who sell their scrap gold and platinum and shall inure to the benefit of Diamond Attorney Inc. and Diamond Attorney Inc.'s successors and assigns.

1. Requirements For Use

Every customer must be at least twenty-one (21) years of age in order to conduct business with Diamond Attorney Inc.. In addition, every customer of Diamond Attorney Inc. must be the actual owner of any and all property sold or attempted to be sold to Diamond Attorney Inc., and it is incumbent of every customer to act on his or her own behalf and not as the agent or representative of another person. Diamond Attorney Inc. may request documentation or other proof of compliance with the requirements contained in this paragraph, but shall not be obligated or required to.

2. Guaranty Against Loss

Diamond Attorney Inc. will guaranty against loss the total contents properly shipped to Diamond Attorney Inc. in a GoldPOD® in accordance with the instructions and procedures established by Diamond Attorney, Inc. and subject to the Terms and Conditions. Diamond Attorney, Inc.'s liability will be limited to one-third (1/3) of the value of the total content, or One Hundred (\$125.00) Dollars, whichever is less. If there is no original sales slip or appraisal, Diamond Attorney, Inc.'s liability will be limited to Thirty Five (\$35.00) Dollars. If there is a sales slip or appraisal, Diamond Attorney Inc.'s liability will be limited to One Hundred (\$125.00) Dollars as set forth herein above. This Guaranty shall apply only to merchandise shipped in the GoldPOD® packaging supplied by Diamond Attorney, Inc. Diamond Attorney, Inc. reserves the right, in its own judgment, to reject delivery of any mail, envelope or package, which appears to be damaged, opened, or tampered with and any such mail, envelope or package will be returned by the post office to the customer. Diamond Attorney Inc. shall have no liability to any customer for any such attempted delivery or return of any such items.

3. Waiting Period For A Claim

A customer who wishes to submit a claim to Diamond Attorney, Inc. must wait at least sixty (60) days before submitting a claim form. In order to be processed, the claim form must be fully and accurately completed, signed and mailed to Diamond Attorney Inc., Inc. in accordance with the claim form instructions. The customer must submit any and all supporting documentation with the completed and signed claim form. Failure to properly complete, sign and/or mail the claim form will result in the rejection of the claim by Diamond Attorney Inc..

4. Limitation Of Liability

This limitation of liability shall be binding on each and every customer and any third party, including, but not limited to, the customer and the customer's successors, assigns, insurance carriers and any other individual or entity asserting any right or claim relating to customer's transaction with Diamond Attorney, Inc.

In no event shall Diamond Attorney Inc. be liable to any third party, including any insurance carrier. Diamond Attorney Inc. shall not be liable for any subrogation claim brought by customer's insurance carrier, and, by submitting an item to Diamond, Attorney Inc., customer expressly and specifically waives any such subrogation claim on his or her behalf as well as on the behalf of his or her insurance carrier.

Diamond Attorney, Inc.'s liability is and shall be expressly and specifically limited to the LEAST of the following sums:

1. The liquidation value placed on the total contents by Diamond Attorney, Inc. is Diamond Attorney, Inc.'s sole discretion;
2. One third (1/3) of the appraised value of the contents according to an appraisal submitted by a customer/seller to Diamond Attorney, Inc., which appraisal was issued prior to the shipment of the item to Diamond Attorney, Inc.; and,

3. The sum of One Hundred Twenty Five Dollars.

The customer/seller expressly acknowledges and accepts that if there is no appraisal which was issued prior to the contents being submitted to Diamond Attorney, Inc. Diamond Attorney, Inc.'s liquidated value shall be absolute and binding and further, that in no event shall Diamond Attorney, Inc.'s liability exceed One Hundred Twenty Five Dollars.

Diamond Attorney, Inc. shall not be liable to anyone for any damages, including but not limited to, incidental, consequential, punitive, loss of profit or opportunity, other than as set forth herein above. By submitting the item, a Diamond Attorney, Inc customer explicitly and expressly accepts this limitation of liability.

5. Verbal Offers

Any customer or prospective seller may request Diamond Attorney, Inc. to provide a telephone or e-mail quote for his or her items after such items have arrived at Diamond Attorney Inc. office. Verbal offers may, at the discretion of Diamond Attorney, Inc., be recorded. Upon a verbal acceptance by the customer on the telephone or e-mail quote, payment will be issued by Diamond Attorney, Inc. within twenty four (24) hours of such acceptance, and the ten (10) day customer satisfaction holding period guaranty will no longer be applicable to such transaction.

6. Diamond Attorney, Inc. Disclaimer of Liability

Diamond Attorney, Inc. shall not be responsible for the contents of the gold chart data appearing on its web site. These charts are provided by third parties other than Diamond Attorney, Inc. Diamond Attorney, Inc. includes such charts only for general information to its customers, and shall not be liable to anyone who relies on the information contained therein.

7. Return Insurance Liabilities

Customers offering merchandise for sale to Diamond Attorney, Inc. understand and expressly accept and agree that they will be offered the fair market wholesale value for such items. If an item is returned to a customer, Diamond Attorney, Inc. will insure the item for no more than twice the amount offered by Diamond Attorney, Inc. regardless of what it was insured for when mailed by the customer to Diamond Attorney, Inc. unless Diamond Attorney, Inc. is otherwise notified by e-mail or fax by the customer prior to the return shipment. Diamond Attorney, Inc. shall, in its sole discretion, choose the return carrier, insurance and receipt verification method for each transaction.

8. Choice of Law, Waiver and Claims

This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. Diamond Attorney, Inc.'s failure to exercise or enforce any right or provision of the Agreement will not be deemed to be a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any such claim or cause of action must be filed in the State of Texas.

Diamond Attorney, Inc. shall be entitled to reimbursement for any and all costs incurred by it in defending any civil action filed or attempted to be filed in any jurisdiction outside of Houston, Harris County, Texas including but not limited to, attorney's fees incurred by Diamond Attorney, Inc.