

TERMS AND CONDITION

By using Fast-Fix Jewelry and Watch Repairs® as your repair service, you agree that you have read, understand, and consent to the following Terms and Conditions of Use. The Terms and Conditions on this website shall be binding on you as a customer of Fast-Fix Jewelry and Watch Repairs®. If you do not agree with the Terms and Conditions you shall not be able to use any Fast-Fix Jewelry and Watch Repairs' services offered on the website. If you need assistance with the website, please contact Customer Service via email at service@fastfixhouston.com

Requirements for use.

The following requirements must be met for you to send items for repair:

You have accepted the Terms and Conditions by clicking the box.

You must be at least eighteen (18) years of age.

You must be the legal and actual owner of all the items being sent.

You must not be working on behalf of another person or entity.

You understand that Fast-Fix Jewelry and Watch Repairs® is not responsible for the condition of stones, jewelry or watches at the time of receipt. All packages will be filmed while opening and a high-resolution picture will be taken to pair it with the photos sent for the quote. Any damage/theft during transit or theft will also be at your risk unless you decide to ship your repair insured as detailed below.

Insurance/ DELIVERY

When you accept our quote and you are ready to send your item(s) to us, we will send you a pre-paid label and packing material. Free shipping will be sent USPS which is **not insured**. Insured shipping is an option where YOU MUST NOTIFY FAST-FIX JEWELRY AND WATCH REPAIRS® VIA THE INTAKE FORM, OR A SEPARATE EMAIL, IF YOU WISH TO PURCHASE THIS INSURANCE. THE SHIPPING METHOD WILL BE IMPLEMENTED BOTH DIRECTIONS. THERE WILL BE AN ADDITIONAL CHARGE BOTH WAYS FOR THE INCREASED INSURED VALUE

We reserve the right to reject delivery of any mail, envelope or package which appears to be damaged, opened, or tampered with and will be returned by the post office to you. Furthermore, Fast-Fix Jewelry and Watch Repairs® shall have no liability to any customer for any such attempted delivery or return of any such items. In the event your pre-paid package arrives at our store and any items of your jewelry are missing or lost and such items were not listed on the intake form, we will not be responsible for such lost or missing jewelry. In no event will Fast-Fix Jewelry and Watch Repairs® be liable to any third party, including any insurance carrier.

Return/Refund Policy

There will be no refunds for Fast-Fix Jewelry and Watch Repairs® services. No work will be performed until approved via email by you, therefore, all orders shall be non-refundable. Please review your orders carefully to be certain they are correct prior to placing the order. Please note there will be sales tax collected on each service as the service will be taking place in Texas and subject to sales tax.

Arbitration

If you choose to use our services for your repair or other purchase and there is a dispute over the Terms and Conditions herein, our website or on your purchase order of products and services, you agree to be subject to the following Arbitration provisions, including limitations on damages, and the resolution of disputes.

By your use of Fast-Fix Jewelry and Watch Repairs® under the Terms and Conditions herein you hereby agree that any and all questions, controversies, claims and causes of action arising out of or connected with the construction, validity, interpretation, and enforceability of the Terms and Conditions shall be resolved exclusively by means of binding and final arbitration.

PLEASE NOTE THAT AGREEING TO THIS ARBITRATION STATEMENT YOU ARE SUBJECT TO A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS TO SUE UNDER THIS AGREEMENT.

The arbitration conditions are as follows:

Claims shall be heard by a single arbitrator.

Costs of the Arbitration, including, but not limited to, costs of the mediator, shall be shared equally by the parties

The place of arbitration shall be Houston, Texas. The arbitration shall be governed by the local laws of Harris County, Texas.

Depositions shall be limited to a maximum of three per party and will be held within twenty (20) days of the making such request. Additional depositions may be scheduled only with the permission of the mediator, and for good cause shown. Arbitration hearings shall take place within ninety (90) days of filing and awards rendered within one hundred twenty (120) days. The mediator will agree to these limits prior to accepting appointment.

The mediator shall have no authority to award punitive or other damages not related to actual damages sustained. The successful party will be entitled to an award of reasonable attorney fees in the case an attorney has been utilized by that party.

A non-disclosure agreement will be executed and honored by both parties.

The parties agree that failure or refusal of a party to pay its share of the costs for the mediator or the administrative charges incurred will result in the delinquent party not

being allowed to present witnesses during the arbitration process. In such event, the non-defaulting party will be the only party allowed to present witnesses and legal arguments so the mediator may decide the outcome. **Limitations 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 Fast-Fix Jewelry and Watch Repairs®. In no event shall Fast-Fix Jewelry and Watch Repairs® be liable to any third party, including any insurance carrier.

Fast Fix Jewelry and Watch Repairs® shall not be liable for any subrogation claim brought by your insurance company. By checking the "Terms and Conditions" you expressly and specifically waive any subrogation claim on your behalf as well as your insurance provider.