



Terms of Use Agreement

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PRIVACY

Your privacy and protecting it is our top priority. We have worked hard to establish our own standards of excellence, and we comply by the laws and regulations of United States of America, and those of the State of California, and we also comply by the standard industry practices to ensure your personal information is kept private and protected. Please visit our [Privacy Policy](#) page to read the details. ELECTRONIC COMMUNICATIONS: The visit and exchange of information between you and Aianna is done via electronic communications over the public Internet. Herewith, you consent and agree that all agreements, disclosures and other electronic communications between you (the customer) and Aianna meet any legal requirements that such communications be in writing.

REFUNDS

Service will be provided by Aianna, in accordance with the applicable technical standards established for call transport by the telecommunications industry. Aianna shall provide service in a quality and diligent manner consistent with Aianna provides to its other customers. Consequently, credit balances appearing on the customers billing account will be refunded in accordance with the following guidelines:

1. If the credit balance is a result of unused time/minutes from prepayment of services, it will be applied to future charges, no refund is allowed.
2. If the credit balance is a result of excess payments, the credit balance will be refunded to the party identified in the billing/contract information upon the party's written or verbal request. Credit balances resulting from excessive payments will not be refunded without the express written or verbal permission of the party identified in the billing/contract information.
3. If a refund is not requested, the credit balance will remain on the account to offset future charges.

APPLICABLE LAW

By visiting Aianna, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Aianna or its affiliates.

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MEMBER ACCOUNT, PASSWORD AND SECURITY

While using this web site, you are taking the responsibility of maintaining the confidentiality of your account number, login information such as user-name and password and for restricting access to your computer. You also agree to accept responsibility for all activities that occur under your account. You must be at least 18 years of age or older to establish an account on Aianna web site. Aianna and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

RISK OF LOSS

We do not expect your purchased items be lost during shipment, however, by completing the purchase of an item on Aianna, you agree that after your item is handed over to the carrier, you will not hold Aianna responsible for the loss of your items. You have the option to work with the carrier directly to resolve such a problem.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF AIANNA IS AT YOUR SOLE RISK. AIANNA IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AIANNA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. AIANNA MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) AIANNA WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH Aianna WILL MEET YOUR EXPECTATIONS, AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY ITEMS PURCHASED, MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF AIANNA IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM VISITING OR SHOPPING AT AIANNA.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AIANNA OR THROUGH OR FROM THE WEB SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AIANNA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AIANNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE AIANNA; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) ANY OTHER MATTER RELATING TO AIANNA.

DISPUTES

Any dispute relating in any way to your visit to Aianna or to products you purchase through Aianna shall be submitted to confidential arbitration in Los Angeles, California, except that, to the extent you have in any manner violated or threatened to violate Aianna's intellectual property rights, Aianna may seek injunctive or other appropriate relief in any state or federal court in the State of

California, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our [Privacy Policy](#), posted on this site. These policies also govern your visit to Aianna We reserve the right to make changes to our site, policies, and these Terms of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OUR ADDRESSES

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