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To the fullest extent possible provided by law, you agree to indemnify and hold harmless the Diamond USA, its affiliates, successors, advisors, service providers and licensors, and its/their respective directors, officers, shareholders, employees, service providers and agents (collectively, the “Indemnified Parties”), from and against all losses, expenses, fines, damages and costs, including reasonable attorneys’ fees, resulting from your violation of law or these Terms and Conditions, or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account, or for any third-party claims arising as a result of your use of the Website or reliance upon any information found on the Website. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

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These terms and conditions of use and any disputes arising out of or in connection with the relationship between Diamond USA and the user shall be subject to US law to the exclusion of all others, of provisions relating to the conflict of laws and of the provisions of the United Nations Convention on Contracts of the International Sale of Goods (CISG). The sole place of jurisdiction in the event of any dispute shall be the federal or state court for the registered office of Diamond USA.

11. Amendments

Diamond USA may amend these provisions at any time by updating this announcement. As such amendments are binding on you. You should visit this site regularly in order to view the current provisions and conditions by which you are bound.

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