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TERMS AND CONDITIONS

Coming Soon

CAICOS FOOD AND BEVERAGE

[Terms Of Use](#) | [Terms And Conditions](#) | [User Agreement](#)

Welcome to CaicosFAB®

These Terms and Conditions of Use (referred to as "Terms of Use") govern your access to the Caicos Food and Beverage website located at www.caicosfab.com, along with all related links by CaicosFAB®, including its subsidiaries and affiliates as well as CaicosFAB® applications collectively. CaicosFAB® and its licensors own this website. CaicosFAB® retains the right, at its sole discretion, to change, modify, add, or remove sections of these Terms of Use at any time. You must review these Terms of Use periodically for any updates or changes.

BY USING THE SITE, YOU ACCEPT THESE TERMS OF USE; IF YOU DO NOT ACCEPT THEM, PLEASE REFRAIN FROM USING THE SITE.

Please read these terms and conditions carefully before using this website and our Privacy Policy regarding your personal information. We refer to the e-commerce marketplace on the Caicos Food And Beverage as CaicosFAB®. If you visit or make a purchase or sale through the Caribbean Shop through www.caicosfab.com or the related mobile app experience, or if you create an account on the CFAB Platform, then this Agreement is also between you and CFAB - Caicos Food And Beverage Ltd collectively referred to as "Caicos Food And Beverage, CFAB," "we," or "us" in this Agreement.

When you visit CaicosFAB®

The Agreement between us shall be governed by and interpreted by the law and the jurisdiction of the Turks and Caicos, United States, and/or the Dominican Republic courts. These terms and conditions, together with our current website prices, delivery details, contact details, and privacy policy, set out the entirety of our Agreement relating to the supply of goods to you by us. Nothing said by anyone on our behalf should be understood as a variation of these terms and conditions. These terms and conditions provide essential information to you, including your Agreement under Section 8 to resolve any disputes by individual arbitration and to waive the right to participate in any class action unless you choose to opt out as described in the terms below. The terms also cover your Agreement to grant us rights to your Content, our limitation of liability to you, and, if you provide us with your phone number or email, your Agreement to receive calls, emails, and text messages from us by applicable law. By agreeing to these terms, you agree to resolve all disputes through binding individual arbitration, which means you waive any right to have those disputes decided by a judge or jury and waive your right to participate in class actions, class arbitrations, or any representative litigation.

01. USER AND ELIGIBILITY

We encourage you to review this Agreement carefully. By accessing or using the CaicosFAB® Platform in any way, including browsing www.caicosfab.com, you are agreeing to these Terms. If you do not agree to any of the Terms, you may not use theCaicosFAB®

You are the original owner of all Content and information you post and share on social media. By tagging @caaicosfeb or adding the hashtag #cfab on social media and sharing your images through our email newsletter and website, you are permitting us to use your user content ("Your Content") as follows:

Who can use our website?

It would help if you were at least the age of majority in the country where you live to use the CaicosFAB® Platform. Use of the CaicosFAB® Platform by anyone under 16 is strictly prohibited.

Registration

Access to certain functionalities of the CaicosFAB® Platform will require you to register with us and create a profile on our Platform. If you register with CFAB, you agree to provide us with accurate information and update it as needed for accuracy. We will treat the personal information you provide as part of the registration by our Privacy Policy. You may also register for an account by linking your Facebook, Google, or Apple account.

Privacy Policy

Our privacy practices are outlined in our Privacy Policy. By using the CaicosFAB® Platform in any way, you understand and acknowledge that the terms of the Privacy Policy apply to you, regardless of whether you have created an account on CaicosFAB®.

Profile for Professionals

Consider setting up a Professional Profile if you are a professional services provider. Doing so gives us the right to list your Profile in our directory of service providers. You will also be able to connect with others on the CaicosFAB® Platform while identified by your professional Profile. Your professional Profile is subject to our Professional Profile Policy.

Acceptable use Policy

When using the CaicosFAB® Platform, you agree to abide by common standards of etiquette and act by the law, as described further in our Acceptable Use Policy.

Prohibited Products Policy

Suppose you are a professional, vendor, or seller authorized to offer products through the CaicosFAB®. In that case, you agree to abide by the Prohibited Products Policy.

Termination: You may close your account anytime by going to account settings and deactivating your account. We may permanently or temporarily suspend your use of the CaicosFAB® Platform without any notice or liability to you. We may terminate your account at any time for any or no reason, including if you violate any CaicosFAB® policy (including the Acceptable Use Policy

or Prohibited Products Policy). Specific provisions will survive termination upon termination of your use of the CaicosFAB® Platform, as detailed below in this paper.

Feedback

We welcome your feedback and suggestions about how to improve the CFAB Platform. Feel free to submit feedback at caicosfebfeedback.com. Feedback By submitting feedback in this or any other manner to us, you grant us the right, at our discretion, to use, disclose, and otherwise exploit the feedback, in whole or part, without any restriction or compensation to you, as further described in Section 2(b) below.

License and Permission to Use Your Content

You, at this moment grant to CaicosFAB® and our affiliates, licensees, and sublicensees, without compensation to you or others, a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit, and distribute Your Content, or any portion thereof, throughout the world in any format, media, or distribution method (whether now known or hereafter created) for the duration of any copyright or other rights in Your Content. Such permission will be perpetual and may not be revoked for any reason to the maximum extent permitted by law. Further, to the extent permitted under applicable law, you waive, release, and covenant not to assert any moral rights that you may have in your Content. Suppose you identify yourself by name or provide a picture, audio, or video recording. In that case, you further authorize CaicosFAB® and our affiliates, licensees, and sublicensees, without compensation to you or others, to reproduce, print, publish, and disseminate in any format or media (whether now known or hereafter created) your name, voice, and likeness throughout the world, and such permission will be perpetual. They cannot be revoked for any reason except as applicable law requires. You further agree that CaicosFAB® may use Your Content in any manner we deem appropriate or necessary.

Ownership

We acknowledge and agree that you or your licensors, as applicable, retain ownership of any copyrights in Your Content, subject to the non-exclusive rights granted to us in the paragraph above, and that no ownership of such copyrights is transferred to us under this Agreement. Further, concerning Your Content in the form of photos, and subject to CaicosFAB® product and user experience considerations: (a) we will use commercially reasonable efforts to maintain the attribution of such photos as submitted by you, and (b) we will not license or sublicense to third parties individual photos or collections of photos, except in each case for CaicosFAB®

Business Purposes. "CaicosFAB® Purposes" means any use in connection with a CaicosFAB®-branded or co-branded website, application, publication, or service, or any use which advertises, markets, or promotes the CaicosFAB® Platform, the services or the information it contains CaicosFAB®, or its affiliates. CaicosFAB® Business Purpose includes explicitly using Your Content on the CaicosFAB® Platform in connection with features and functions offered by CaicosFAB® to our users that enable them to view and interact with Your Content.

Your Responsibilities for Your Content

By posting, uploading, or submitting Your Content on the CaicosFAB® Platform, you represent and warrant to us that you have the ownership rights, or you have obtained all necessary licenses or permissions from any relevant parties, to use Your Content in this manner. This includes obtaining the right to grant us the rights to use Your Content by this Agreement. You are best positioned to judge whether Your Content violates any third party's intellectual property or personal rights. You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others in connection with Your Content. You are responsible for ensuring that Your Content does not violate CaicosFAB®'s Acceptable Use Policy, Professional Profile Policy, Prohibited Products Policy, Copyright and Trademark Policy, or any applicable law or regulation. You agree to pay all royalties, fees, and any other monies owed to any person because of your Content.

Limits

We reserve the right to remove Your Content, in whole or part, for any reason (which may include a reported violation of our Acceptable Use Policy, Professional Profile Policy, Prohibited Products Policy, or Copyright and Trademark Policy). We reserve the right to remove Your Content, in whole or in part, submitted by you for any reason without notice. We do not guarantee that we will publish all of Your Content. If you seek to publish a review, the requirements will be governed by our Review Policy.

Definition of Our Content and Materials

All trademarks, service marks, and trade names (collectively the "Marks") intellectual property in or related to the CaicosFAB® Platform (specifically including, but not limited to, our software, the Caribbean World Shop marks, the CaicosFAB® logo, and Caribbean World Shop buttons, badges, and widgets, but excluding Your Content), is the property of Caribbean World Shop Inc LCC SLR., its subsidiaries, and affiliates or its licensors ("Our Content and Materials").

Our License to You Subject to these Terms of Use, including the restrictions below, we grant you a limited, non-exclusive license to use and access Our Content and Materials in connection with your use of the CaicosFAB® Platform. Except as expressly agreed to otherwise by us (such as your eligibility for the creation of a Professional Profile or your entering into a vendor, seller, advertiser, Site Designer, or other Agreement with us), your use of the CaicosFAB® Platform must be limited to personal non-commercial use. We may terminate this license at any time for any reason. Except for the rights and licenses granted in these terms, we reserve all other rights and grant no other rights or licenses, implied or otherwise.

No Endorsement or Verification Please note that the CaicosFAB® Shop Platform enables access to third-party Content, products, and services, and it offers interactions with third parties that we do not control. We assume no responsibility for, nor do we endorse or verify the Content, offerings, or conduct of third parties (including but not limited to the products or services offered by third parties or the descriptions of the products or services provided by third parties). For example, CaicosFAB® does not conduct background checks or vet the professionals listed on the CaicosFAB® Platform. Participation or availability on the Caribbean World Shop Platform is not our endorsement or verification. We make no warranties or representations concerning the accuracy, completeness, or timeliness of any content posted on the CaicosFAB® Platform by anyone.

Restrictions

Except as expressly provided in these Terms, you agree not to use, modify, reproduce, distribute, sell, license, reverse engineer, decompile, or otherwise exploit Our Content and Materials without our express written permission. CaicosFAB®'s permission to you for your use of the CaicosFAB® Platform expressly excludes commercial use by you of any information concerning product descriptions or professional listings for the benefit of another merchant. You are prohibited from using data mining, robots, or similar data gathering and extraction tools in the CaicosFAB® Platform. You may view and print a reasonable number of copies of web pages located on the CaicosFAB® Platform for your personal use, provided that you retain all proprietary notices contained in the original materials, including attribution to CaicosFAB®.

Ownership

You acknowledge and agree that the CaicosFAB® Platform and CaicosFAB® marks will remain the property of CaicosFAB®. The Content, information, and services made available on the CaicosFAB® Platform are protected by Turks and Caicos, Dominican Republic, United Kingdom, United States, and international Copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable. You acknowledge that you do not acquire any ownership rights by using the CaicosFAB® Platform.

Purchase of Goods through the CaicosFAB®

CaicosFAB® and third-party sellers offer home goods, artifacts, restaurant and dining furniture, other food and beverages, and luxury products on the Platform. If you purchase products on the CaicosFAB® Platform, your purchase is subject to the CaicosFAB® Terms of Sale. The availability of products sold by third parties on the CaicosFAB® Platform does not imply our endorsement or verification of the products or their descriptions.

Third-Party Services

You may be allowed on the CaicosFAB® Platform to purchase services offered by third parties (collectively "Third-Party Services"), including those provided by professionals registered with Professional Profiles on the CaicosFAB® Platform. The availability of any Third-Party Services on the CaicosFAB® Platform does not imply our endorsement of the Third-Party Services.

Third-Party Sites

The CaicosFAB® Platform may contain links to other websites (the "Third-Party Sites") for your convenience. We do not control the linked websites or the Content provided through Third-Party Sites. Your use of Third-Party Sites is subject to the privacy practices and terms of use established by the specific linked Third-Party Site, and we disclaim all liability for such use. The availability of such links does not indicate our approval or endorsement.

02. VIOLATIONS OF YOUR INTELLECTUAL PROPERTY

We have a unique process for reporting violations of your intellectual property rights or other violations of CaicosFAB® policies or applicable laws.

Copyright and Trademark Policy

We have adopted and implemented a Copyright. For more information, including detailed information about submitting a request for takedown if you believe Content on the CaicosFAB® Platform infringes your intellectual property rights, please read our Copyright. For your convenience, we provide you with a Copyright or Trademark Infringement Claim Form, which you should use for the fastest processing.

Reports of Other Violations. If you believe Content on the CaicosFAB® Platform violates CaicosFAB®'s Acceptable Use Policy, Prohibited Products Policy, or otherwise violates applicable law, you may submit the following Infringement Claim Form (for claims other than Copyright or trademark). We are not obligated to delete Content that you may find objectionable or offensive. However, we endeavor to respond promptly to requests for content removal, consistent with our policies described above and applicable law.

03. DISCLAIMER AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF CaicosFAB® ENTITIES TO YOU.

THE CaicosFAB® ENTITIES MEAN CaicosFAB® INC, CaicosFAB® LLC, CaicosFAB® SLR, AND ANY SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES OF EACH OF THEM EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW:

WE ARE PROVIDING YOU THE CaicosFAB® PLATFORM, SERVICES, INFORMATION, PRODUCTS, PRODUCT DESCRIPTIONS, AND THIRD-PARTY CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED WITHOUT LIMITING THE FOREGOING, THE CaicosFAB® ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY, AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE

THE CaicosFAB® ENTITIES MAKE NO PROMISES WITH RESPECT TO AND EXPRESSLY DISCLAIM ALL LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR: (i) CONTENT POSTED BY ANY THIRD-PARTY ON THE CaicosFAB® PLATFORM, (ii) THE PRODUCT DESCRIPTIONS OR PRODUCTS, (iii) THIRD-PARTY SITES AND ANY THIRD-PARTY PRODUCT OR SERVICE LISTED ON OR ACCESSIBLE TO YOU THROUGH THE SITE, (iv) PLANTS OR SEEDS FROM THE EXCHANGES, AND (v) THE QUALITY OR CONDUCT OF ANY THIRD-PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THE SITE.

YOU AGREE THAT UNDER THE MAXIMUM EXTENT PERMITTED BY LAW, THE CaicosFAB® ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY WITHOUT LIMITING THE FOREGOING; YOU AGREE THAT THE CaicosFAB® ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPETITIONAL HARM, OR LOSS OF DATA (EVEN IF THE CaicosFAB® ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE

FORESEEABLE) ARISING OUT OF AND IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE CaicosFAB® PLATFORM OR PRODUCTS OR (ii) ANY AMOUNT, IN THE AGGREGATE, over THE GREATER OF (A) ONE-HUNDRED DOLLARS (USD\$100) OR (B) THE AMOUNTS PAID OR PAYABLE BY YOU TO CaicosFAB® IN CONNECTION WITH THE CaicosFAB® PLATFORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM, YOUR USE OF THE CaicosFAB® PLATFORM, PRODUCTS, INFORMATION, OR SERVICES IS AT YOUR SOLE RISK

04. INDEMNIFICATION

You agree to fully indemnify, defend, and hold the CaicosFAB® Entities and their directors, officers, employees, consultants, and other representatives harmless from and against any claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from:

Your breach of any part of this Agreement, including but not limited to the Acceptable Use and Prohibited Products Policy.

Any allegation that any materials you submit to us or transmit to the CaicosFAB® Platform infringe or otherwise violate the Copyright, patent, trademark, trade secret, or other intellectual property or other rights of any third party.

Your activities in connection with the CaicosFAB® Platform or other websites to which the CaicosFAB® Platform is linked.

Your negligent or willful misconduct.

05. DISPUTE

Once you have a dispute with CaicosFAB®, you agree to contact us through help-and-Support to attempt to resolve the issue informally. Suppose we are not able to resolve the dispute informally. In that case, this section will govern any legal dispute related to the CaicosFAB® Platform or involving our services.

Binding Arbitration

CaicosFAB® User Agreement

Introduction

The CaicosFAB® User Agreement outlines the terms and conditions that govern your use of the CaicosFAB® Platform. You agree to comply with the provisions by accessing or using our services. This Agreement is subject to the laws of the Turks and Caicos

Islands and/or the United Kingdom, establishing a dual legal framework designed to manage any disputes using our website. The Agreement strategically utilizes established legal venues to ensure a comprehensive and expert-led adjudication process.

Section I: Scope and Applicability of Arbitration

This section mandates that all disputes, claims, or controversies related to this User Agreement or the CaicosFAB® Platform (collectively "Disputes") will be resolved through binding arbitration. Arbitration is presented as the exclusive venue for dispute resolution, promoting an efficient and effective out-of-court process. This process is designed to be swift and streamlined, saving time and resources for all parties involved. Exceptions to arbitration include claims for injunctive or equitable relief concerning infringements or violations of intellectual property rights, which may be pursued in a court of competent jurisdiction. This ensures that while arbitration is the default process for most disputes, essential legal protections for intellectual property rights are maintained outside the arbitration framework, providing a sense of reassurance about the speed of dispute resolution.

Section II: Waiver of Jury Trial and Class Actions

By agreeing to this User Agreement, you and CaicosFAB® waive the right to a jury trial for disputes subject to arbitration. This waiver emphasizes arbitration's binding and conclusive nature as an alternative resolution method, bypassing traditional litigation's complexities and extended timelines. Additionally, this Agreement precludes class actions, requiring claims to be filed on an individual, non-class basis. This prevents the aggregation of claims, fostering individualized and less adversarial dispute resolution focused on achieving equitable outcomes without the intricacies of collective legal proceedings, making you feel considered and respected.

Section III: Exception for Small Claims

This section allows claimants to bring eligible claims to a small claims court as an exception to the mandatory arbitration requirement. Such claims must adhere to the small claims court's rules and be filed individually, not as part of a class action. This provision offers a more accessible and expedited avenue for resolving minor disputes while ensuring that more substantive matters remain subject to arbitration. Notably, should a claim be removed from the small claims context, it will revert to the arbitration framework governing this User Agreement.

Controlling Law and Jurisdiction

This User Agreement is governed by the laws of the Turks and Caicos Islands and/or the United Kingdom without regard to conflict-of-law provisions. Both parties consent to the jurisdiction of a County Court, High Court, or Specialized Tribunal located in these jurisdictions for actions outlined by the arbitration provisions in Sections I, II, and III. You acknowledge and consent to these jurisdictions, ensuring legal predictability and certainty. This waiver of objections to jurisdiction or venue ensures disputes are resolved under well-established legal principles, safeguarding judicial competence and protecting user interests within respected legal fora.

Conclusion

The CaicosFAB® User Agreement employs a well-crafted legal framework to facilitate robust dispute resolution, informed by international legal principles from the Turks and Caicos and the United Kingdom. By assigning disputes to the appropriate legal venues, whether through arbitration or specific courts based on case complexity and subject matter, CaicosFAB® underscores its unwavering commitment to maintaining operational integrity and protecting user interests in the digital age. As technological advancements reshape the legal landscape, such solid frameworks will be crucial for adapting to new challenges and upholding justice, making you feel valued and important.

Controlling Law and Jurisdiction | Governing Law

This Agreement shall be governed by the laws of Turks and Caicos and/or the United Kingdom without considering their conflict-of-law provisions. Both parties agree to submit to the personal jurisdiction of a Supreme Court, High Court, or Specialized Tribunal located in Turks and Caicos or the United Kingdom for any actions specified by the arbitration provisions detailed in Sections 1., 2. and 3. You consent that all matters related to your access to or use of the Site, including any disputes, will be governed by the laws of Turks and Caicos and/or the United Kingdom, without regard to their conflict-of-law provisions, and you waive any objections to such jurisdiction or venue. This choice ensures legal certainty and predictability, providing a clear framework for resolving disputes, which may involve cross-border elements, given the potential international user base of the website. By waiving any objections to jurisdiction or venue, the parties agree to resolve disputes within these jurisdictions, ensuring adherence to well-established legal principles and judicial competence.

Section 1: Supreme Court Consideration

Section 1 stipulates that disputes that are simple and high in value are to be heard in the Supreme Court despite the traditional role of a County Court in handling such matters. The Supreme Court, in this context, serves as a higher judicial authority for relatively

straightforward cases, ensuring robust and authoritative adjudications. The Supreme Court's involvement underscores an intent to deliver comprehensive judgments that may set precedents for similar disputes.

Section 2: High Court

For more complex and financially significant disputes, Section 2 directs these disputes to the High Court, specifically within the Chancery Division. The Chancery Division of the High Court specializes in handling intellectual property, contract disputes, and high-value claims, making it particularly suited for managing intricate legal matters with expertise. The provision recognizes the High Court's capacity to manage substantial cases with the requisite depth and precision. It reinforces CaicosFAB®'s commitment to fair and comprehensive legal processes that protect its interests and users.

Section 3: Specialized Tribunals

Section 3 assigns cases involving specific issues, such as data protection and privacy, to specialized tribunals like the Information Rights Tribunal. The Information Rights Tribunal is a venue where expertise in regulatory and privacy matters can facilitate informed and relevant resolutions. This emphasis on specialized tribunals aligns with global trends that demand sophisticated legal responses to technological evolution, thus safeguarding user rights within a rapidly advancing digital domain.

Class Action Waiver

You and CaicosFAB® agree that any dispute proceedings will be conducted individually, not in a class, consolidated, or representative action. In any dispute, you and CaicosFAB® agree to waive the right to participate as a plaintiff or class member in any class action proceeding. Further, unless you and CaicosFAB® agree otherwise in writing, the arbitrator in any Dispute may not consolidate more than one person's claims and may not preside over any form of class action proceeding.

Arbitration Administration and Rules The arbitration will be administered by the Turks and Caicos, Dominican Republic or American Arbitration Association ("AAA") by the Consumer Arbitration Rules (if you use the CaicosFAB® Platform as a consumer) or Commercial Arbitration Rules (if you are a professional, vendor, seller or other business), as applicable and then in effect (the "AAA Rules"), except as modified by this "Dispute Resolution" section. (The AAA Rules are available at <http://www.adr.org>).

Arbitration Process A party who desires to initiate the arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the Turks and Caicos, Dominican Republic, and or AAA's roster of arbitrators with relevant experience. Suppose the parties cannot agree upon an arbitrator within 7 days of delivery of the Demand for Arbitration. The AAA will appoint an arbitrator based on AAA rules in that case.

Arbitration Location and Procedure: The seat of the arbitration shall be in Turks and Caicos, the Dominican Republic, unless you and CaicosFAB® agree otherwise or the AAA Rules or AAA Consumer Due Process Protocol, as applicable, provide otherwise. Suppose your claim does not exceed USD 10,000. In that case, the arbitration will be conducted solely based on documents you and CaicosFAB® submit to the arbitrator unless you request a hearing, and the arbitrator then determines that a hearing is necessary. If your claim exceeds USD\$10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Hearings may be conducted by telephone or video conference if requested and agreed to by the parties.

Arbitrator's Decision and Governing Law The arbitrator shall apply the Turks and Caicos, Dominican Republic, or the United States law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized by law. The arbitrator will render an award within the timeframe specified in the AAA Rules. Judgment on the arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the "Disclaimers and Limitations of Liability" section above. The arbitrator may award declaratory or injunctive relief in favor of the claimant only to the extent necessary to provide relief warranted by the claimant's claim.

Fees Each party's responsibility to pay the arbitration filing, administrative, and arbitrator fees will depend on the circumstances of the arbitration and are outlined in the AAA Rules.

Opt-Out: You have the right to opt out of the arbitration provisions of Section 8 by sending a written notice of your decision to opt-out to the following address:

CaicosFAB®

Receiver: Cynthia Polanco

Contact Number: (809) 742 7000 (849) 724 7000

Address: Andres Pastoriza - LA Tower Suite 3A

City: De Los Caballeros 51000 - Calle 3

State/Province: Santiago

Country: Dominican Republic

Zip: 51000

Email: info@caicosfeb.com

The notice must be postmarked within 30 days of the later of (i) the date that you first agreed to the Terms and (ii) the date that you became subject to this provision under Section 8(h). You must include all of the following in the written notice:

Your name and mailing address. The email address associated with your account.

A clear statement that you want to opt out of this Agreement's arbitration agreement.

Suppose you dispute with another user on the CaicosFAB® Platform or with any third party. In that case, you agree that CaicosFAB® is not obligated to become involved. Suppose you have a dispute with one or more other users. In that case, you release CaicosFAB®, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and the CaicosFAB® Platform. As part of this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit this release only to include those claims that you may know or suspect to exist in your favor at the time of agreeing to this release.

06. COMMUNICATIONS

You are not required to agree to receive promotional text messages, calls, or pre-recorded messages as a condition of using the CaicosFAB® Platform. By electing to submit your phone number to us and agreeing to these Terms, you agree to receive communications from the CaicosFAB® Entities, including via text messages, calls, pre-recorded messages, and push notifications, any of which may be generated by automatic telephone dialing systems. These communications include, for example, operational communications concerning your account or use of the CaicosFAB® Platform, updates concerning new and existing features on the CaicosFAB® Platform, communications concerning promotions run by us or third parties, and news relating to the

CaicosFAB® Platform and industry developments. Standard text message charges applied by your telephone carrier may apply to text messages we send. Suppose you submit someone else's phone number or email address to us to receive communications from the CaicosFAB® Entities. In that case, you represent and warrant that each person you provide a phone number or email address has consented to receive communications from CaicosFAB®.

Suppose you wish to stop receiving promotional emails or promotional text messages. In that case, we provide the following methods for you to opt-out or unsubscribe: (a) follow the instructions we provide in the email or initial text message for that category of promotional emails or text messages or (b) if you have an account on the CaicosFAB® Platform, you may opt-out or unsubscribe using your settings.

07. MISCELLANEOUS

Supplemental Terms for Certain Services

Certain services offered on the CaicosFAB® Platform may require you to enter into a separate agreement and be subject to additional terms. For example, placement of advertisements, participation in brand services, offering products for sale in the CaicosFAB®, or use of Site Designer each require you to enter into a separate agreement with terms specific to that service. In the event of any conflict between this Agreement and the terms of that separate Agreement, the terms of this Agreement will control.

Application Provider Terms

Suppose you access the Caribbean World Shop Platform through a CaicosFAB® application. In that case, you acknowledge that this Agreement is between you and CaicosFAB® only and not with another application service or application Platform provider (such as Apple, Inc. or Google, Inc.), which may provide you the application subject to its terms.

Supplemental Terms for Certain Services

Certain services offered on the CaicosFAB® Platform may require you to enter into a separate agreement and be subject to additional terms. For example, placement of advertisements, participation in brand services, offering products for sale in the CaicosFAB®, or use of Site Designer each require you to enter into a separate agreement with terms specific to that service. In the event of any conflict between this Agreement and the terms of that separate Agreement, the terms of this Agreement will control.

Application Provider Terms

Suppose you access the CaicosFAB® Platform through a CaicosFAB® application. In that case, you acknowledge that this Agreement is between you and CaicosFAB® only and not with another application service or application Platform provider (such as Apple, Inc. or Google, Inc.), which may provide you the application subject to its terms.

Export

The CaicosFAB® Platform is controlled and operated from our Dominican Republic offices in Santiago, Dominican Republic. CaicosFAB® software is further subject to Dominican Republic export controls. No software for CaicosFAB® may be downloaded or otherwise exported or re-exported in violation of applicable laws or regulations. You also represent that you are not (1) located in a country subject to the Dominican Republic embargo and (2) listed on any Dominican Republic government list of prohibited or restricted parties.

Changes

We reserve the right to:

- (i) change the terms of this Agreement, consistent with applicable law;
- (ii) change the CaicosFAB® Platform, including eliminating or discontinuing any information services or other features in whole or in part; and
- (iii) deny or terminate your CaicosFAB® account or use of and access to the CaicosFAB® Platform.

Suppose we make material changes to the Terms. In that case, we will notify you through the CaicosFAB® Platform, by email, or by other means to offer you an opportunity to review the changes before they become effective. You agree that your continued use of the CaicosFAB® Platform after such changes become effective constitutes your acceptance of the changes. If you do not agree with any updates to this Agreement, you may not continue to use the CaicosFAB® Platform. Return to this page periodically to ensure familiarity with the most current version of the Terms of Use. Any changes to the Terms will be effective in the future.

Languages

The English version of this Agreement will be the binding version, and all communications, notices, arbitrations, and other actions and proceedings relating to this Agreement will be made and conducted in English, even if we choose to provide translations of this Agreement into the native languages in certain countries. To the extent allowed by law, any inconsistencies among the different translations will be resolved in favor of the English version.

Assignment

No terms of this Agreement, nor any right, obligation, or remedy hereunder, is assignable, transferable, delegable, or sub-licensable by you except with CaicosFAB®'s prior written consent. Any attempted assignment, transfer, delegation, or sublicense shall be null and void. Caribbean World Shop may assign, transfer, or delegate this Agreement or any proper obligation or remedy hereunder in its sole discretion.

Waiver

Our failure to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.

Headings

Any heading, caption, or section title contained is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

Further Assurances

You agree to execute a hard copy of this Agreement and any other documents and take any actions at our expense that we may request to confirm and effect the intent of this Agreement and any of your rights or obligations under this Agreement.

Entire Agreement And Sever Ability

This Agreement supersedes all prior terms, agreements, discussions, and writings regarding the Caribbean World Shop Platform. It constitutes the entire Agreement between you and us regarding the CaicosFAB® Platform. Suppose any part of this Agreement is found to be unenforceable. That part will not affect the enforceability of the remaining parts of the Agreement, which will remain in full force and effect.

Survival

The following provisions will survive the expiration or termination of this Agreement: Section 2 (Your Content), Section 3(d) (Restrictions) and 3(e)(Ownership), Section 6 (Disclaimers and Limitations of Liability), Section 7 (Indemnification), Section 8 (Dispute Resolution) and Section 10 (Miscellaneous).

Company Contact

Feel free to contact us by visiting www.caicosfeb.com with any questions about this Agreement.

(809) 724 7000 (849) 724 7000

support@caicosfab.com info@caicosfab.com

Caicos Food And Beverage

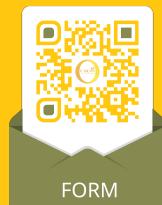
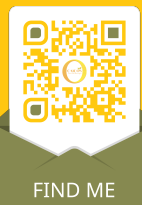
Caribbean World Shop LLC USA - SRL Dominican Republic

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Dominican Republic

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Caribbean World Shop Group Of Companies RNC No. 1-32-13433-8



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