



GIA®

GIA India Laboratory Private Limited

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NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH GIA INDIA.

1. Changes to Terms.

GIA India may make changes to the content and Services offered on the Site at any time. GIA India can change, alter, amend, update, add, modify or remove provisions of these Terms, at any time and will be effective upon posting the updated Terms. By using this Site after GIA India has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you should not access the Site, obtain any Services therefrom or view any content thereof and you must discontinue using the Site.

2. General Use.

By using this Site or the Services, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 14 years old (a

“Minor”), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to use the Site and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless GIA India if the Minor breaches any of these Terms. If you are not at least 14 years old, you may not use the Site at any time or in any manner or submit any information to GIA India or the Site.

If you are accessing the Site or the Services on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to “you” in the Terms refer to that entity).

GIA India provides content on the Site and through the Services that is copyrighted and/or trademarked work and/or intellectual property of GIA India or GIA India’s third-party licensors and suppliers or other users of the Site (collectively, the “Materials”). Materials may include logos, graphics, video, images, software, and other content.

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If you breach any of these Terms, the above license will terminate automatically, and you must immediately destroy any downloaded or printed Materials.

3. Geo-Location Terms.

The Services include and make use of certain functionality and services provided by third parties that allow GIA India to include maps, geocoding, places and other content from Google, Inc. (“Google”) as part of the Services (the “Geo-Location Services”). You consent to us obtaining the location of your device used to access the Site as part of the Geo-Location Services. The data collected by us will be processed in accordance with our Privacy Policy. Your use of the Geo-Location Services is subject to Google’s then current Terms of Use for Google Maps/Google Earth (http://www.google.com/intl/en_us/help/terms_maps.html) and by using the Geo-Location Services, you are agreeing to be bound by Google’s Terms of Use.

4. Using the Site and the Services on the Site.

You can simply visit/view the Site and not use any Services on the Site. You need not register with GIA India to simply visit and view the Site.

However, in order to access certain password-restricted areas of the Site and to use certain Services and Materials offered on and through the Site, you must register with GIA India for an account and receive a password.

Irrespective of the purpose or manner in which the Site is accessed or the Services or Materials are availed, you shall not access or use this Site in any way that could or is intended to damage or impair the Site, or any server or network underlying the Site or interfere with anyone else's use and enjoyment of the Site. You also agree not to resell or put to commercial use or attempt to resell or commercially use any part of the Site or its content or any Material belonging of GIA India or its third-party licensors or suppliers in such a manner as to give the viewer the impression that any other person is a publisher or distributor of the Service on the Site.

5. Password Restricted Areas of this Site.

If you desire to register for an account with GIA India, you must submit certain information (such as identification or contact details) through an account registration page on the Site. You may also have the ability to provide additional optional information. Once you have submitted your account registration information, GIA India administrator shall have the right to approve or reject the requested registration, in GIA India administrator's sole discretion. If your account is approved by GIA India administrator, you will be sent an e-mail that contains a password that will allow you to log-on to the Site using that password (the "Password") for the first time you log into your account on the Site to complete the account registration process. You are providing your account credentials and will use the Site solely for the purposes it is intended for and clearly provided.

You are responsible for maintaining the confidentiality of your Password, and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify GIA India if your Password on this Site is lost, stolen, if you are aware of any unauthorized use of your Password, username on this Site or if you know of any other breach of security in relation to this Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, truthful, complete and up to date and you will not imitate any other person or assume a false identity. You may change, correct or remove any information from your account by either logging into your account directly and making the desired changes or contacting GIA India using the contact information at the end of these Terms requesting that we make the change. You agree to assume and bear full responsibility and liability for all risks arising out of the use of the Site by you and any other person using your username and password.

6. Electronic Communications.

By using the Site and/or the Services provided on or through the Site, you consent to receiving electronic communications from GIA India. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services provided on or through the Site. These electronic communications are part of your relationship with GIA India. You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

7. Charges

At present GIA India is not charging any subscription or membership fees from you, however, GIA India reserves its right to charge any subscription or membership fees from you by giving reasonable prior notice, in respect of any Service, Materials or any other aspect of this Site.

8. Privacy Notice and Data Protection.

GIA India has a privacy notice which sets out how GIA India handles personal data that you may provide or that we may collect, in connection with your access or use of this Site or any Services. Please review the GIA India Privacy Notice, which is available at <https://www.giaindia.in/privacy-notice> (the “Privacy Notice”) which explains how GIA India uses information that you submit to GIA India. You are required to accept and agree to the terms set out in the Privacy Notice and consent to the collection, use and disclosure of your personal information in accordance with the Privacy Notice to enable GIA India to provide Services to you.

You also agree and understand that GIA India reserves the right to disclose any information in response to or that it is required to be shared, disclosed, or made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to GIA India or as deemed necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

The use of Geo-Location Services is subject to the terms of the then current Google privacy policy (<http://www.google.com/privacy.html>). You agree and acknowledge that GIA India may send information about its Services or any other products or offers to you from time to time.

9. Links to the Site

You may not create a link to any page of this Site without GIA India’s prior written consent. If you do create a link to a page of this Site, you do so at your own risk and these Terms will apply to your use of this Site by linking to it.

10. Links to Third-Party Sites.

This Site may be linked to other web sites that are not GIA India sites (collectively, “Third-Party Sites”). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Site and, in certain situations, you may be transferred to a Third-Party Site through a link, but it may appear that you are still on this Site. The information from or through such Third-Party Sites is provided on “AS IS” basis. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than GIA India, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third-Party Sites. GIA India is providing links to the Third-Party Sites to you as a convenience. GIA India does not verify, endorse, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality, reliability or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. These Third-Party Sites may contain GIA India’s-logo, please note that it is independent from GIA India, over whom GIA India has no control or connection, business or otherwise as these sites are external to GIA India. You agree and understand that by visiting such sites you are beyond the GIA India’s website. YOU AGREE THAT GIA INDIA WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply the GIA India’s endorsement or recommendation, and GIA India will not have any liability relating to its Submissions.

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You agree to pay for all royalties, fees, damages, and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When you provide Submissions, you agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. **Those prohibitions do not require GIA India to monitor, police or remove any Submissions or other information submitted by you or any other user.** However, GIA India reserves it right to delete or edit any Submission that we consider, in our sole discretion, to be in violation of any "Unauthorized Activities".

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When using this Site and/or the Services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

- post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus trojan horses, time bombs, bots, botnets, malicious content, content theft, data manipulation, threats or any other harmful programs or elements or component.
- Use the Site / Service in any manner that could damage, disable, overburden, or impair and undertake any action which is harmful or potentially harmful to any GIA India's server, or the network(s), computer systems / resource connected to any GI server, or interfere with any other party's use and enjoyment of the Site/Service.
- Use racially, ethnically objectionable, defamatory, hateful, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources.
- delete from the Site any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify.
- Post anything that encourages money laundering or ambling, or otherwise unlawful in any manner whatsoever.
- Violate any confidentiality obligation owed to any third-party.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper, or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure or disrupts or interferes with access to any GIA India's website.
- Alter the opinions or comments posted by others on this Site.

- Post anything contrary to our public image, goodwill, or reputation.
- Post or share information belonging to another person and to which you do have any right to.
- Impersonate another person.
- Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

This list of prohibitions provides examples and is not complete or exclusive. GIA India reserves the right to (a) terminate access to your account, your ability to post to this Site (or use the Services) and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that GIA India determines is inappropriate or disruptive to this Site or to any other user of this Site and/or Services. **GIA India may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at GIA India's discretion, GIA India will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

Unauthorized use of any Materials or Third-Party Content contained on this Site may violate certain laws and regulations.

You agree to indemnify and hold GIA India and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, claims, liabilities, and expenses (including attorneys' fees and costs of defense) GIA India or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site or the use of this Site by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your Submissions) amounts to unauthorized use or transmission of any content on the Site or any Materials, violates any policy, obligation or covenant of this Agreement, applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

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Notwithstanding our efforts to ensure that our Site/system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. GIA India cannot, and does not, warrant that data transfers pursuant to this Site, or electronic mail transmitted to and from us, will not be monitored or read by others. The information provided in or made available through the Site (including, but not limited to, message boards, text files, chat rooms, or social media) is not intended to replace the services of a

trained jeweler or gemologist regarding analysis or appraisal of any particular gem or jewellery item or to be a substitute for their advice regarding gem value or other commercial evaluation. You are advised to consult with a trained jeweler or gemologist prior to purchasing any particular gem or piece of jewellery.

14. Limitation of Liability.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, THE SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE.

GIA INDIA SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OR CLAIMS RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GIA INDIA BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED, RESULTING FROM YOUR ACCESS TO, USE OF OR INABILITY TO USE, RELIANCE ON OR DOWNLOADING FROM THE SITE, OR ANY DELAYS, INACCURACIES IN THE INFORMATION OR IN ITS TRANSMISSION INCLUDING BUT NOT LIMITED TO LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE., EVEN IF GIA INDIA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL GIA INDIA'S LIABILITY TO YOU EXCEED THE AMOUNT PAYABLE BY YOU FOR USE OF ITS SERVICES EVEN IN THE EVENT OF A FAILURE OF THE ESSENTIAL PURPOSE OR ANY LIMITED REMEDY UNDER THIS AGREEMENT.

15. Local Laws and Regulation

GIA India controls and operates this Site from India and we do not represent, guarantee or warrant that Materials on this Site are appropriate or available for use in all countries around the world from which it may be viewed. Access to this Site from countries where its contents are illegal is prohibited. To the extent any of these Terms would not be enforceable under the local laws of the country from which the Site is being viewed, that term shall be severable from the Terms and the remainder of the Terms shall be remain in force and effect.

16. Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to GIA India, whether by letter, email, telephone, or otherwise (collectively,

“Feedback”), suggesting or recommending changes to the Site, any Services offered through the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and GIA India is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that GIA India is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

17. Dispute Resolution and Arbitration; Class Action Waiver.

Please read this carefully. It affects your rights.

Most user concerns can be resolved quickly and to a user’s satisfaction by contacting us via a notice sent to Legal Department, GIA India Laboratory Private Limited, 10th Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400098. This Dispute Resolution and Arbitration; (“Provision”) facilitates the prompt and efficient resolution of any disputes that may arise between you and GIA India. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to approach courts and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision.

The term “Dispute” means any dispute, claim, or “controversy between you and GIA INDIA regarding any aspect of your relationship with GIA INDIA, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision. “Dispute” is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as GIA INDIA’s licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give GIA INDIA an opportunity to resolve the Dispute. You must commence this process by mailing written notification to India. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If GIA India does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances permitted by the Arbitration and Conciliation Act, 1996 as amended from time to time (“Arbitration Act”).

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or GIA INDIA may initiate arbitration proceedings in accordance with the Arbitration Act. The arbitration proceedings shall be conducted before a sole arbitrator mutually appointed or appointed in accordance with the Arbitration Act. The language of arbitration shall be English.

Location of Arbitration – You or GIA India may initiate arbitration in Mumbai, India

Payment of Arbitration Fees and Costs – Fees and costs shall be decided by the arbitrator and may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with GIA INDIA as provided in the section above titled “Pre-Arbitration Claim Resolution” and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney’s fees and costs as determined by the arbitrator.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the Arbitration Act and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

18. Governing Law

Subject to the dispute resolution and arbitration Provisions stated above, any disputes arising in relation to this Agreement shall be governed by the laws of India and courts of Mumbai shall have exclusive jurisdiction.

19. Relationship

None of the provisions of the Terms shall be deemed to constitute a partnership or agency between you and GIA India and you shall have no authority to bind GIA India in any manner, whatsoever.

20. Severability

If any provision (or portion thereof) of the Terms shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent possible and permitted by law.

21. Waiver

No Terms shall be considered waived by GIA India unless such waiver is in writing. No consent or waiver of a breach, whether express or implied by GIA India, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

22. General.

GIA India prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by GIA India, may result in immediate termination of your access to this Site without prior notice to you. Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. GIA India's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and GIA India regarding the use of the Site and supersede all prior or contemporaneous negotiations, discussions or agreements between you and GIA India about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

23. Contact Us.

If you have any questions about these Terms or have any complaints regarding the content thereof or otherwise need to contact GIA India for any reason, you can reach us at Legal Department, GIA India Laboratory Private Limited, 10th Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400098.