

JewelNet Terms & Conditions

These terms and conditions apply to the JewelNet website located at www.JewelNet.com, and all associated websites linked to www.JewelNet.com by JewelNet, its subsidiaries and affiliates, including JewelNet's sites around the world (collectively 'the Site'). Please read these terms and conditions (the 'Terms and Conditions') carefully. **BY USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

These Terms and Conditions govern your use of, and any purchase from, the JewelNet Site, and constitute an agreement between you and JewelNet. JewelNet reserves the right to change or modify any of these Terms and Conditions or any policy or guideline of the Site at any time, and in its sole discretion. Any change or modification will be effective immediately upon posting of the revisions on the Site. Your continued use of the Site following the posting of its changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should frequently review these Terms and Conditions and any other applicable policies from time to time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Site.

Pre Order Details

Please note that the preparation time before shipment is less than 20 days and average total fulfillment time is under 1 week.

Custom Order Details

Please note that Custom Orders are shipped within 14 days of final confirmation of order.

Product Availability

On occasion, you may be able to place a product in your shopping cart and submit your order for processing, but your order is subsequently cancelled due to unavailability of product. You acknowledge that products may sell quickly and there may be a short period of time after an order has been submitted, but where the product is no longer available. You agree that we may cancel your order after you have received an Order Confirmation without penalty.

On very rare occasions, you may receive a Shipping Confirmation from us, but the product is no longer available in our or our third-party fulfillment provider's inventory. You agree that we may

rescind our acceptance and cancel your order without penalty if we are unable to ship the product you ordered due to unavailability.

If you're interested in a piece of jewelry that is currently on back order, call us and we can tell you when the item will be back in stock. Sometimes with the volume of orders we receive, an item may go out of stock before we are able to post a notification on the Site. If this happens, we will contact you directly to discuss possible options.

Pricing

Data, including prices, may be inaccurately displayed on our Site due to system or typographical errors. While we make every attempt to avoid these errors, they may occur. We reserve the right to correct any and all errors when they do occur, and we do not honor inaccurate or erroneous prices. If a product's listed price is lower than its actual price, we will, at our discretion, either contact you for instructions before shipping the product or cancel the order and notify you of such cancellation. If the order has been shipped, you agree to either return the product or pay for the difference between the actual and charged prices. Our prices are also subject to change without notice. We apologize for any inconvenience that this may cause. If you have any questions, please do not hesitate to contact one of our customer service associates Support@JewelNet.com or [1-888.968.4877](tel:1-888-968-4877).

We do not negotiate prices on our products, and all our prices are final.

Payment Information

After you have selected your jewelry and provided shipping information, you will see a prompt for your payment details, such as your credit card information and any promotional codes or gift cards you may have. By entering your payment information and submitting your order, you authorize us and our third-party payment processors to charge the amount of the order to your selected payment method.

Please know that wholesale sales are not available to be paid with Klarna.

Diamond Certificates

When you order a loose diamond, we ship it to you with the accompanying diamond grading report (also called a diamond certificate). These grading reports are detailed documents created

by diamond grading experts at one of two highly respected diamond laboratories - making it very expensive to replace a diamond grading report. Because of this, we require each diamond grading report to be included with each returned diamond. If you do not include the diamond grading report with your return, you will be charged a replacement fee of US\$150 (or equivalent amount in other currencies).

Comparison Purchasing

For JewelNet to keep our prices low, we do not allow comparison purchasing. Comparison purchasing is the act of buying several items with the intent of keeping the one you like best and returning the remainder. This causes undue restocking and inventory overhead and can be very costly. To confirm the quality of a jewelry item, please contact one of our customer service associates at Support@JewelNet.com or [1-888.968.4877](tel:1-888-968-4877) and we will be delighted to help you make your choice.

Information On Our Site

At JewelNet, we make every attempt to ensure that our online catalog is as accurate and complete as possible. In order to give you the opportunity to view our products in great detail, some products may appear larger or smaller than their actual size in our photographs; and since every computer monitor is set differently, color and size may vary slightly.

Our objective is to provide you with as much information and detail about your prospective purchase as possible so that you can see the beauty and shape of a particular item. In compliance with industry standards and FTC regulations, JewelNet states that carat total weight in all purchases may vary 0.05 carats from stated weight.

On the Site, we provide the measurement of our products based on our manufacturing specifications. Slight tolerances may be accounted for based on finishing during the manufacturing process. Width tolerance on machine made wedding bands of 0.20mm is allowed. Cast manufactured rings can vary slightly more.

For gemstone and pearl measurements, a tolerance of 0.25mm is allowed.

For diamond jewelry set with multiple diamonds, we provide the minimum total carat weight for the piece. Color and clarity grades are expressed as either a minimum or an average depending on the number of diamonds. If stated as a minimum, all diamonds within the piece are at or

above the stated quality. If expressed as an average, collectively the quality is equal to or exceeds the grade stated.

Policy On Ethical Sourcing

At JewelNet, we only produce, manufacture or distribute Lab-Grown Diamonds which are free from the potential ethical problems associated with natural diamonds.

Privacy Policy

Please refer to our Privacy Policy for information on how JewelNet collects, uses, and discloses personally identifiable information from its customers.

Site Content

The Site and all content and other materials, including, without limitation, the JewelNet logo, and all designs, text, graphics, pictures, selection, coordination, 'look and feel', information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of JewelNet or its licensors or users and are protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

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Such license is subject to these Terms and Conditions and does not include: (a) any resale or commercial use of our Site or the Site Materials therein; (b) the collection and use of any product listings, pictures or descriptions for commercial purposes; (c) the distribution, public performance or public display of any Site Materials, (d) modifying or otherwise making any derivative uses of our Site and the Site Materials, or any portion thereof; (e) use of any automated means to access, monitor or interact with any portion of our Site, including through data mining, robots, spiders, scraping, or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of our Site, the Site Materials or any information contained therein, except as expressly permitted on our Site; (g) cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners, advertisement, or anything else which minimizes, covers, or frames or inhibits the full display of our Site; (h) use our web sites in any way which interferes with the normal operation of our sites; or (i) any use of our Site or the Site Materials other than for its intended purpose

Any use of our Site or the Site Materials other than as specifically authorized herein, without the prior written permission of JewelNet, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable at any time.

Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, JewelNet has adopted a policy of terminating and barring, in appropriate circumstances and at JewelNet's sole discretion, site users or account holders who are deemed to be repeat infringers. JewelNet may also at its sole discretion limit access to this site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify JewelNet by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512) to Support@JewelNet.com.

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- A description of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit JewelNet to locate the material.
- Information reasonably sufficient to permit JewelNet to contact the complaining party, such as an address, telephone number and an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Inquiries that do not comply with all the requirements of 17 U.S.C. § 512 may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under 17 U.S.C. § 512(f).

Third Party Content

JewelNet may provide links to Web pages and content of third parties ('Third Party Content') as a service to those interested in this information. JewelNet does not monitor or have any control over any Third-Party Content or third-party Sites. JewelNet does not endorse any Third-Party Content and can make no guarantee as to its accuracy or completeness. JewelNet does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any Third-Party Content. Users use these links and Third-Party Content contained therein at their own risk.

Advertisements And Promotions

JewelNet may run advertisements and promotions from third parties on our Site. Your business dealings or correspondence with, or participation in promotions of, advertisers other than JewelNet, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. JewelNet is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-JewelNet advertisers on our Site.

Submissions

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding this site, JewelNet, or our products or services that are provided by you to JewelNet are non-confidential and shall become the sole property of JewelNet. JewelNet will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You grant JewelNet and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the content that you submit, or that you otherwise have the right to submit such content to this site; (b) the content is accurate and not misleading; and (c) use and posting of the content you supply will not violate any rights of or cause injury to any person or entity.

Product Reviews and User Content

1. Our Site includes a product review feature and includes or may include in the future discussion forums, user generated content, or other areas or services in which you or third parties create, post, or store any content, messages, materials or other items on our Site ('Interactive Areas'). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through our Site any of the following:
2. Any message, data, information, text, music, sound, photos, video, graphics, code or other material ('User Content') that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable.
3. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
4. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content.
5. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity.
6. Unsolicited promotions, political campaigning, advertising, or solicitations.
7. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers.
8. Viruses, corrupted data, or other harmful, disruptive, or destructive files; and

9. User Content that, in the sole judgment of JewelNet, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or our Site, or which may expose JewelNet or its users to any harm or liability of any type.

JewelNet takes no responsibility and assumes no liability for any User Content posted, stored, or uploaded by you or any third party, or for any loss or damage thereto, nor is JewelNet liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. As a provider of interactive services, JewelNet is not liable for any statements, representations, or User Content provided by its users in any public forum, personal home page, or other Interactive Area.

Although JewelNet has no obligation to screen, edit, or monitor any of the Content posted in any Interactive Area, JewelNet reserves the right, and has absolute discretion, to remove, screen, or edit any User Content posted or stored on our Site at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on our Site at your sole cost and expense.

Any use of the Interactive Areas or other portions of our Site in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or our Site. In order to cooperate with legitimate governmental requests, subpoenas, or court orders, to protect JewelNet's systems and customers, or to ensure the integrity and operation of JewelNet's business and systems, JewelNet may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted User Content. JewelNet's right to disclose any such information shall govern over any terms of JewelNet's Privacy Policy.

If you post User Content to our Site, unless we indicate otherwise, you grant JewelNet and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media. You grant JewelNet and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to our Site; (b) the User Content is accurate and not misleading; and (c) use and posting of the User

Content you supply does not violate these Terms and Conditions and will not violate any rights of or cause injury to any person or entity.

SMS Terms and Conditions

By signing up for JewelNet's Shipping Status Notifications text messages, you agree to receive periodic transactional text messages from JewelNet. These messages are intended to update you about the status of your order and will be sent after you have made a purchase when that order status has changed.

This is a standard rate SMS/MMS program and message, and data rates may apply. Carriers are not liable for delayed or undelivered messages.

You may receive help or more information by texting HELP to the five-digit short code from which you received a message, or contacting JewelNet's Customer Service Associates at Support@JewelNet.com or [1.888.968.4877](tel:1.888.968.4877)

To opt-out, text STOP to the five-digit short code from which you received a message. After opting out, you will receive a one-time confirmatory text message acknowledging that you have been opted out of receiving further text messages.

Indemnification

You agree to defend, indemnify and hold harmless JewelNet, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any Content you post, store or otherwise transmit on or through our Site or your use of or inability to use our Site, including without limitation any actual or threatened suit, demand or claim made against JewelNet and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the Content, your conduct, your violation of these Terms and Conditions or your violation of the rights of any third party.

Disclaimer Of Warranty

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Applicable Law and Venue

These Terms and Conditions and your use of this site will be governed by and construed in accordance with the laws of the State of Florida, applicable to agreements made and to be entirely performed within the State of Florida, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the state and federal courts located in Palm Beach County, Florida and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of your use of this site, any purchase from this site, or these Terms and Conditions.

Modification and Notice

You agree that JewelNet may modify these Terms and Conditions and any other policies on our Site at any time and that posting the modified Terms and Conditions or policies on our Site will constitute sufficient notice of such modification.

Termination

Notwithstanding any of these Terms and Conditions, JewelNet reserves the right, without notice and in its sole discretion, to terminate your license to use this site, and to block or prevent future access to and use of the Site.

Severability

If any provision of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

Questions & Contact Information

If you have any questions, please do not hesitate to contact one of our contact one of our customer service associates at Support@JewelNet.com or [1-888.968.4877](tel:1-888-968-4877), it is our goal to make certain you are 100% satisfied.