

## **USER AGREEMENT**

Welcome to <https://gaddiamonds.com/> (hereinafter referred to as the "website" or "site" or "we" or "us"). The website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of our website constitutes your agreement to all such Terms.

Our website is owned and operated by ***Gad & Co.*** with its office located at **138 Queens Road Central, 18/F V Heun BLDG, Central, Hong Kong, HKSAR**. Our website exhibits the various jewellery, gems of various design and antiques on the website so that the customers can view them and inquire about them through our inquiry forms and accordingly make a purchase of the same through our stores in Hong Kong.

By using the Site, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"). These Terms govern your access to and use of the Site and Services and all Collective Content, and constitute a binding legal agreement between you and us.

Please read carefully these Terms and our Privacy Policy, which may be found on our website, and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site. Failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties.

The use of this Website constitutes your consent to, and agreement to, abide by the most current version of these terms and conditions (the "Terms"). We may at any time revise these terms and conditions by updating the Terms. You agree to be bound by subsequent revisions and agree to review the Terms periodically for changes to the terms and conditions. The most up to date version of the Terms will always be available for your review under the "Terms of Use" link that appears at the bottom of the Website.

PLEASE READ THESE TERMS OF USE AND CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE

INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

IN USING THIS WEBSITE YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ANY INCIDENTAL DOCUMENTS AND LINKS MENTIONED SHALL BE CONSIDERED TO BE ACCEPTED JOINTLY WITH THESE TERMS. YOU AGREE TO USE THE WEBSITE ONLY IN STRICT INTERPRETATION AND ACCEPTANCE OF THESE TERMS AND ANY ACTIONS OR COMMITMENTS MADE WITHOUT REGARD TO THESE TERMS SHALL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT BETWEEN THE USERS AND US. BY ACCESSING THIS WEBSITE, AND/OR UNDERTAKING TO PERFORM A SERVICE BY US INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE, OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.

**1. DEFINITIONS AND INTERPRETATION:**

- 1.1. "Agreement" means the terms and conditions as detailed herein including all Exhibits, privacy policy, other policies mentioned on the website and will include the references to this agreement as amended, negated, supplemented, varied or replaced from time to time.
- 1.2. <https://gaddiamonds.com/> means the online platform wherein the users can view the various jewellery pieces, gems, etc and inquire about the same and later make the purchase through the outlets of GAD Diamonds in Hong Kong;
- 1.3. "Customer Loyalty Program" means the VIP customer Program wherein the users who subscribe to become our VIP customers will get benefits of the VIP Customer Program. The terms and Conditions of VIP Customer Program are incorporated by reference in these terms.
- 1.4. "Content" means text, graphics, images, music, audio, video, information or other materials.
- 1.5. "User content" means all Content that a user posts, uploads, publishes, submits or transmits to be made available through our website.
- 1.6. The official language of these terms shall be English.

- 1.7. The headings and sub-headings are merely for convenience purpose and shall not be used for interpretation.

## **2. ELIGIBILITY OF MEMBERSHIP:**

- 2.1. Use of the Site is available only to persons who can form legally binding contracts under applicable law. If you are a minor i.e. under the age of 18 years but at least 13 years of age, you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If your age is below that of 18 years your parents or legal guardians can transact on behalf of you if they are registered users.
- 2.2. Our website reserves the right to terminate your membership and refuse to provide you with access to the Site if we discover that you are under the age of 18 years. The Site is not available to persons whose membership has been suspended or terminated by us for any reason whatsoever. If you are registering as a business entity, you represent that you have the authority to bind the entity to this User Agreement.
- 2.3. Except where additional terms and conditions are provided which are product specific, these terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted. By using the services of our website you agree to be bound by the Terms and Conditions.

## **4. SERVICES**

- 4.1. We offer a platform to our users wherein they can view the various jewellery and gems exhibited on the website and inquire about the same and accordingly make a purchase from the outlets of GAD Diamonds in Hong Kong.
- 4.2. The Users can also view the benefits of the Customer Loyalty Program by going through the terms and conditions of the Customer Loyalty Program which can be found on our website under the *Jewelers for Generations* page.

## **5. YOU AGREE AND CONFIRM:**

- 5.1. That you will use the services provided by our website, its affiliates and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Site and transacting on the Site.
- 5.2. You will provide authentic and true information in all instances where such information is requested of you. We reserve the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), we have the right in our sole discretion to reject the registration and debar you from using the Services of our website and / or other affiliated websites without prior intimation whatsoever.
- 5.3. That you are accessing the services available on this Site and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Site.
- 5.4. It is possible that the other users (including unauthorized/unregistered users or "hackers") may post or transmit offensive or obscene materials on the Website and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the website, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the website you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the website. Please carefully select the type of information that you publicly disclose or share with others on the Website.

**6. YOU MAY NOT USE THE SITE FOR ANY OF THE FOLLOWING PURPOSES:**

- 6.1. Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- 6.2. Transmitting material that encourages conduct that constitutes a criminal offense results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
- 6.3. Interfering with any other person's use or enjoyment of the Site.
- 6.4. Breaching any applicable laws;

- 6.5. Interfering or disrupting networks or web sites connected to the Site.
- 6.6. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
- 6.7. Without limiting other remedies, we may, in our sole discretion, limit, suspend, or terminate our services and user accounts, prohibit access to our sites, services, applications, and tools, and their content, delay or remove hosted content, and take technical and legal steps to keep users from using our sites, services, applications, or tools, if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a period of months, or to modify or discontinue our site, services
- 6.8. Further we prohibits the transmission, distribution or posting of any matter which discloses personal or private information concerning any person or entity, including without limitation phone number(s) or addresses, credit debit cards, calling card, User account numbers/ passwords or similar financial information, and home phone numbers or addresses. Even though all of this is strictly prohibited, there is a small chance that you might become exposed to such items and you further waive your right to any damages (from any party) related to such exposure.

**7. MODIFICATION OF TERMS & CONDITIONS OF SERVICES:**

- 7.1. We may at any time modify the Terms & Conditions of Use of the site without any prior notification to you. You can access the latest version of the User Agreement at any given time on our website. You should regularly review the Terms & Conditions on our website. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the service. However, if you continue to use the service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this site.
- 7.2. This website will not be liable for delays resulting from incomplete address. In such cases the customer will have to bear the reshipping charges.

## **8. REVIEWS, FEEDBACK, SUBMISSIONS:**

- 8.1. All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to us on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") shall be and remain our property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, we exclusively own all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments
- 8.2. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay you any compensation for any Comments; or (3) to respond to any Comments. You agree that any Comments submitted by you to the Site will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".
- 8.3. Our website does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You grant us the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify us and our affiliates for all claims resulting from any Comments you submit. We and our affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

## **9. COPYRIGHT & TRADEMARK:**

- 9.1. Our website, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other

materials, which appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under any of "gaddiamonds.com" or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to us or to third party suppliers. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of our website. You cannot modify, distribute or re-post anything on this website for any purpose.

- 9.2. **Gad & Co.** names and logos and all related product and service and our slogans are the trademarks or service marks of **Megachina Ltd.** All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner.
- 9.3. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Site (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of our website or its suppliers and protected by Hong Kong laws.
- 9.4. If you learn of any unlawful material or activity on our website, or any material or activity that breaches this notice, please inform us. We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are promptly and properly provided to us. If you have a reason to believe that Your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- 9.4.1. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- 9.4.2. Identification of the copyrighted work claimed to have been infringed;
- 9.4.3. 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 us to locate the material;
- 9.4.4. Your contact information, including your address, telephone number and an email address;
- 9.4.5. A statement by you that you have 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
- 9.4.6. A statement that the information in the notification is accurate, and that You are authorized to act on behalf of the copyright owner.
- 9.5. We have the right to remove the Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's account if we determine that the user is a repeat infringer.
- 9.6. Notices regarding our website should be sent to: [inquiries@gadand.co](mailto:inquiries@gadand.co).

## **10. INDEMNITY:**

You agree to defend, indemnify and hold harmless our Company/website, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to our website or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual

property or other rights. This clause shall survive the expiry or termination of this User Agreement.

## **11. TERMINATION:**

11.1. We may, at any time and without notice, suspend, cancel, or terminate your right to use the website (or any portion of the website). In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the website affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you with respect to material downloaded from the website and the disclaimers and limitations of liabilities set forth in the Agreement, shall survive.

11.2. Without limiting the foregoing, we may close, suspend or limit your access to our website:

11.2.1. If we determine that you have breached, or are acting in breach of, this Agreement;

11.2.2. If we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;

11.2.3. If we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;

11.2.4. To manage any risk of loss to us, a User, or any other person; or

11.2.5. For other similar reasons.

11.2.6. If we find you breaching these terms of service, you may also become liable for an amount of which we have suffered losses/damages.

## **12. DISCLAIMERS AND LIMITATION OF LIABILITY:**

E-BOOKS AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. WEST AND CONTRIBUTORS SHALL HAVE NO LIABILITY WHATSOEVER TO USER FOR ANY CLAIM(S) RELATING IN ANY WAY TO THIS AGREEMENT OR THEIR PERFORMANCE HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR

NEGLIGENCE. IN NO EVENT SHALL WE BE LIABLE TO USER FOR ANY CLAIM(S) RELATING TO USER'S INABILITY OR FAILURE TO PERFORM RESEARCH OR RELATED WORK OR TO PERFORM SUCH RESEARCH OR OTHER WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY US NOR SHALL WE BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. GOVERNING LAWS AND JURISDICTION:**

- 13.1. This User Agreement shall be construed in accord with the applicable laws of Hong Kong regardless of your physical location.
- 13.2. The Courts at **Hong Kong SAR China** have exclusive jurisdiction in any proceedings arising out of this agreement.

**14. PRIVACY:**

All Personal Information and User Generated Content provided to or displayed on the Site and Services are subject to our Privacy Statement.

**15. NOTICE**

- 15.1. By using the Site and Services, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site and Services.
- 15.2. You acknowledge that all contracts, notices, information and other communication we may provide electronically comply with any legal requirements that such documents are in writing.
- 15.3. Notice will be deemed received and properly served 24 hours after an email is sent,

**16. LINKS TO OTHER WEBSITES:**

Links to third party Websites on this site are provided solely as a convenience to you. If you use these links, a new browser will be lodged to access linked Websites. We have not reviewed these third party Websites and does not control and is not responsible for any of these Websites or their content. We do not endorse or make any representations about them, or any information, or other products or materials found there, or any results that

may be obtained from using them. If you decide to access any of the third party Websites linked to this site, you do this entirely at your own risks.

**17. NO WAIVER IMPLIED:**

The failure of us to enforce at any time any of the provisions of these of Agreement, or the failure to require at any time performance by you of any of the provisions of these provisions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the our right to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of these provisions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

**18. SEVERABILITY:**

Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

**19. ASSIGNMENT:**

- 19.1. You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion.
- 19.2. We may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. These Terms will be binding and inure to the benefit of each party's permitted successors and assigns.

**20. FORCE MAJEURE:**

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

- (a) Acts of god;
- (b) Natural disasters;
- (c) Sabotage;
- (d) Accident;
- (e) Riot;
- (f) Shortage of supplies, equipment, and materials;
- (g) Strikes and lockouts;
- (h) Civil unrest;
- (i) Computer hacking; or
- (j) Malicious damage.

**21. DIGITAL SIGNATURE:**

- 21.1. By using our services, you are deemed to have executed this Agreement electronically, effective on the date you register your Account and start using our services. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.
- 21.2. In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the website, you give us permission to provide these records to you electronically instead of in paper form.
- 21.3. In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information on the website or by contacting Customer Support.

**22. ENTIRE AGREEMENT:**

These Terms collectively represent the entire agreement and understanding between you and us and supersede any other agreement or understanding (written, oral or implied) that you and we may have had. Any statement, inducement, promise, covenant or condition not expressly found either in these Terms shall be deemed as void.

**23. CONTACT US:**

For any further clarification of our Terms and Conditions, please write to us at [info@gadand.co](mailto:info@gadand.co).