

Terms and Conditions of Use of Web Site www.dreamingofdiamonds.com

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Presentation

Welcome to our web site. You should carefully read these terms and conditions (hereinafter the “**Terms and Conditions**”), which govern your use of the web site located at www.dreamingofdiamonds.com, and all associated and related web sites (hereinafter collectively the “**Web Site**”) by Dreaming of Diamonds, Inc. or its subsidiaries and affiliates (hereinafter collectively “**Dreaming of Diamonds**”). BY USING THE WEB SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

These Terms and Conditions govern your use of, and any purchase from, the Web Site, and constitute an agreement between you and Dreaming of Diamonds. Dreaming of Diamonds reserves the right to change or amend the present Terms and Conditions or any other policy or guideline of the Web Site at any time and in its sole discretion. Any change or modification will be effective immediately upon posting such revisions on the Web Site. Your continued use of the Web Site following the posting of its changes or modifications shall constitute your acceptance of such changes or modifications. Therefore, you should frequently review the Terms and Conditions and any other applicable policies from time-to-time. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, DO NOT USE THE WEB SITE.

Product Placing and Pricing on the Web Site

If the piece of jewelry you are interested in is currently on back order, call us and we can tell you when the item will be back in stock. Sometimes an item may go out of stock before we are able to post a notification on the Web Site. If this happens, we will promptly contact you to discuss possible options to find a solution.

Although rare, erroneous data and information, including prices, may be displayed on our Web Site due to system or typographical errors. We make every attempt to avoid these errors, but they may occur. In such events, we reserve the right to correct any and all errors when they do occur, and we will not honor inaccurate, wrong or erroneous prices and conditions. If a product's listed price is lower than its actual price, we will either contact you for instructions before shipping the product or notify you that we are cancelling the order. If the order has been shipped, you agree to either return the product or pay the difference between the actual and charged prices. Our prices are also subject to change without notice. We do not negotiate prices on our products and all prices are final. We apologize for any inconvenience that this may cause you. If you have any questions, please contact our diamond and jewelry consultants at customercare@dreamingofdiamonds.com.

Price Reductions

Dreaming of Diamonds offers the best products with the lowest possible prices. Our Web Site always shows final prices since we do not negotiate prices on our products.

Shipments

When you purchase through our Web Site you can request to have the product shipped to addresses anywhere in the USA. Title and risk of loss for items ordered will transfer to the recipient upon our delivery to the carrier. The shipment will be subject to sales taxes and other applicable charges. Sales taxes and other charges will always be your responsibility.

Diamond Certificates

When you order a loose diamond, we ship it to you with an accompanying diamond grading report (also called a diamond certificate) that will indicate all characteristics of the diamond, including its exact carat weight. 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 \$250.

Payment Methods

Dreaming of Diamonds offers the following payment methods for your purchases from the Web Site:

- Credit cards: Use your Visa, MasterCard, or American Express credit card.
- Bank wire: Arrange payment through your bank and receive a 1.5% discount.
- For orders under \$20,000 U.S., we accept Paypal payment.

Delivery Insurance

Your order will be shipped free of risk since all our shipments are insured. The insurance will protect your order from the time it leaves Dreaming of Diamonds to the time it arrives to the address you indicated. All details about the insurance company, its terms and conditions, and its claims process will be provided to you in your order confirmation email.

Delivery time

For each type of product, we will provide you with the number of business days required for delivery.

30 Day Return Policy

If you are not satisfied with our product, then within 30 days from date of our shipment, you may return the product for a refund or you may request to exchange the product for a new one. You must return the product in its original condition and original packaging.

In the event you decide to return the product, our quality experts will verify the condition of the product and, if the product is accepted, you will receive a refund. In the event you request an exchange of the product, our quality experts will verify the condition of the product and:

- 1) if the product is accepted and it is found that the fault is attributable to Dreaming of Diamonds, you will receive the new product and you will receive a refund for the shipping expenses; or
- 2) if the product is accepted but it is found that the fault is not attributable to Dreaming of Diamonds, you will receive the new product but you will be responsible for the shipping expenses.

Upgrade policy

If for any reason the product that you have ordered is not available at the time of shipment, Dreaming of Diamonds has the option, at its sole discretion, to provide you with a product of equal or better quality.

Sales Taxes

You are responsible for all applicable sales taxes and other charges. Dreaming of Diamonds (or its designated representative) will advise you of the sales tax at the time of your order. You must pay sales tax at the time of your order.

Information on our Website

In order to show the details of our products, photographs of the products may appear larger (or sometimes smaller) than their actual size and, since every computer monitor is set differently, color and size may vary slightly. To provide you with detailed information (such as size and shape), we provide the measurements of our products based on our manufacturing specifications and slight tolerances may be accounted for based on finishing during the manufacturing.

A) Rings

Width tolerance on machine made wedding bands of 0.20mm is allowed. Cast manufactured rings can vary slightly more. We provide the minimum value of gold and diamond for each product and such values are based on a central stone of 6mm in diameter and a minimum finger size of 7½.

For 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.

For jewelry set with diamond band and with for a central stone of 6 mm in diameter, there is a minimum carat weight of the diamonds and a minimum weight of gold, as specified in the chart below. These approximations are for loose diamonds, not GIA diamonds.

CHARACTERISTIC	MINIMUM CARAT	MINIMUM GOLD
4 Claw set, simple flat, no diamond band	–	4 g
6 Claw set, simple flat, no diamond band	–	4,8 g
6 Claw set, simple flat, half diamond band	0,35 Ct.	4,6 g
4 Claw set, simple flat, half diamond band	0,38 Ct.	4,5 g
4 Claw set, trionfo, half diamond band	0,14 Ct.	4 g
4 Claw set, full diamond band	0,54 Ct.	4,1 g
4 Claw set, extra diamond band	1,28 Ct.	3,5 g
Bezel, no diamond band	–	4 g
Bezel, half diamond band	0,42 Ct.	4,5 g
Bezel, full diamond band	0,54 Ct.	4,2 g
Bezel, extra diamond band	1,28 Ct.	3,5 g
Halo bezel simple no diamond band	0,08 Ct.	5,4 g
Halo bezel, half diamond band	0,43 Ct.	5,2 g
Halo bezel, full diamond band	0,54 Ct.	4,9 g
Double halo 4 Claw set, half diamond band	0,72 Ct.	8,5 g

B) Pendants

We provide the minimum value of gold and diamond for each product based on a central stone of 6mm in diameter, as specified in the chart below.

CHARACTERISTIC	MINIMUM CARAT	MINIMUM GOLD
4 Claw set, simple	–	4,1 g
Bezel, simple	–	4,4 g
4 Claw set, halo	0,08 Ct.	5,3 g
Bezel, halo	0,08 Ct.	5,1 g

For 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.

C) Earrings

We provide the minimum value of gold and diamond for each product based on a central stone of 6mm in diameter, as specified in the chart below.

CHARACTERISTIC	MINIMUM CARAT	MINIMUM GOLD
4 Claw set, simple	–	2,2 g
Bezel, simple	–	2,5 g
Halo, 4 Claw set	0,16 Ct.	3,3 g
Halo, bezel	0,16 Ct.	3,4 g
4 Claw set, short	0,13 Ct.	2,8 g

For 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.

D) Bracelets

Starting from a minimum value of each diamond, we provide the medium value of diamonds of the bracelet and the length of the same.

- Minimum total carat weigh of each diamond: 0.04 ct.;
- Medium total carat of bracelets: 3.06 ct.;
- Minimum total value of gold: 8.10 gr.;
- Minimum total length of bracelets: 18 cm.

E) Necklaces

Starting from a minimum value of each diamond, we provide the medium value of diamonds of the necklace and the length of the same.

- Minimum total carat weigh of each diamond: 0.10 ct.;
- Medium total carat of necklaces: 13.50 ct.;
- Minimum total value of gold: 29.50 gr.;
- Minimum total length of necklaces: 42 cm.

Web Site Content

The Web Site, its content and other materials, including but not limited to the Dreaming of Diamonds 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 (hereinafter collectively the “**Web Site Materials**”) are the property of Dreaming of Diamonds (or its licensors and suppliers) and are protected by applicable trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

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- modifying the content, amending the text or otherwise making any derivative use of our Web Site and the Web Site Materials (or any portion thereof);
- use of any automated means to access, monitor or interact with any portion of our Web Site, including through data mining, robots, spiders, scraping, or similar data gathering or extraction methods;
- downloading any portion of our Web Site, the Web Site Materials or any information contained therein, except as expressly permitted on our Web Site;
- cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners, advertisement, or anything else which minimizes, covers, frames or inhibits the full display of our Web Site;
- use our Web Site in any way that interferes with the normal operation of our Web Site;
- use of our Web Site or the Web Site Materials for purposes different from its own intended purpose.

Therefore, any use of our Web Site or Web Site Materials other than as specifically authorized in these Terms and Conditions, without our prior written permission, is strictly prohibited and will terminate the license granted to you. The violation of such license may result in the violation of applicable laws, including but not limited to copyright and trademark laws and applicable communications regulations and statutes. 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 by Dreaming of Diamonds.

Infringer Policy

If any user or account holder violates these Terms and Conditions, Dreaming of Diamonds reserves the right, in its sole discretion, to terminate and bar such user or account holder from the Web Site. Dreaming of Diamonds may also, in its sole discretion, limit access to this Web Site and/or terminate the account of any user who infringes any intellectual property rights of others, regardless of whether there is any repeat infringement of these Terms and Conditions.

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Dreaming of Diamonds through its Web Site may provide links to web pages and content of third parties (hereinafter the “**Third Party Content**”). Dreaming of Diamonds does not monitor or have any control over any Third Party Content. Dreaming of Diamonds does not endorse any Third Party Content, makes no guarantee as to its accuracy or completeness, does not represent or warrant the accuracy of any information contained therein, and undertakes no responsibility to update or review any Third Party Content. A user’s access and use of the Third Party Content is at such user’s own risk.

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Submissions of Materials

By using our Web Site, 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 provided by you or posted regarding our Web Site, products or services are non-confidential and shall become (where permitted by law) the sole property of Dreaming of Diamonds. Dreaming of Diamonds will own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. By using our Web Site, you represent and warrant that (i) 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; (ii) the content is accurate and not misleading; and (iii) use and posting of the content you supply will not violate any rights of or cause injury to any person or entity.

Forums, Product Reviews and User Content

Our Web Site includes, or may include in the future, product review features, discussion forums, user feedback of content, or other areas or services in which users or third parties create, post, or store any content, messages or other items on our Web Site (hereinafter the “**Interactive Areas**”). Users are solely responsible for their use of such Interactive Areas and use them at their own risk. By using our Web Site and any Interactive Areas, you agree not to post, upload, transmit, distribute, store, create or otherwise publish through our Web Site any of the following:

- 1) Any message, data, information, text, music, sound, photos, video, graphics, code or other material (hereinafter the “**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;
- 2) 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;
- 3) 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);
- 4) User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- 5) Unsolicited promotions, political campaigning, advertising or solicitations;
- 6) Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- 7) Viruses, corrupted data or other harmful, disruptive or destructive files; and
- 8) User Content that, in the sole judgment of Dreaming of Diamonds, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or our Web Site, or which may expose Dreaming of Diamonds or its users to any harm or liability of any type.

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In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Dreaming of Diamonds' systems and customers, or to ensure the integrity and operations of Dreaming of Diamonds' business and systems, Dreaming of Diamonds may access user accounts 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.

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Indemnification

By using our Web Site, you agree to defend, indemnify and hold harmless Dreaming of Diamonds, its independent contractors, service providers and consultants, and their respective directors, officers, 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 Web Site or your use of or inability to use our Web Site, including without limitation any actual or threatened suit, demand or claim made against Dreaming of Diamonds and/or its independent contractors, service providers and/or consultants, and/or their respective directors, officers, employees and agents, arising out of or relating to the User Content, your conduct, your violation of these Terms and Conditions or your violation of the rights of any third party.

Warranty and Disclaimer of Warranties

Except as expressly provided in these Terms and Conditions, the Web Site, its content and the products and services provided on or in connection with the Web Site (hereinafter the “**Products and Services**”) are provided on an “as is” basis without warranties of any kind, either express or implied.

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Applicable Law, Jurisdiction and Venue

These Terms and Conditions and your use of this Web Site shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be entirely performed within the State of New York, 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 the State of New York, in New York County, 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 Web Site, any purchase from this Web Site, or these Terms and Conditions. YOU HEREBY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO A TRIAL BY JURY OF ANY ISSUE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, THIS WEB SITE OR ANY PURCHASE FROM THIS WEB SITE.

Entire Agreement

These Terms and Conditions contain the entire understanding between you and Dreaming of Diamonds and supersede, replace, and take precedence over any prior understanding, or oral or written agreement, between us. There are no other representations, agreements, arrangements, or understandings, oral or written, between us.

Modification of Terms and Conditions

By using this Web Site, you agree that Dreaming of Diamonds may modify these Terms and Conditions and any policies on our Web Site at any time and that posting the modified Terms and Conditions or policies on our Web Site will constitute sufficient notice to you of such modification.

Termination

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