





Our Standard Terms & Conditions of Business

We Love Diamonds Ltd

www.welovediamonds.co.uk

0800 987 7100

## We Love Diamonds

## Terms & Conditions

This document lists the Terms & Conditions listed on our website at www.welovediamonds.co.uk/terms-conditions. We reserve the right to update these Terms & Conditions at any time and the latest version will always be displayed on our website at that address. You can also view the latest version of our Privacy Policy at www.welovediamonds.co.uk/privacy-policy and our Cookie Policy at www.welovediamonds.co.uk/cookie-policy.

### (1) INTRODUCTION

This website is operated by We Love Diamonds Limited trading as We Love Diamonds, a company registered in England with company number 13196497 and which is registered at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ, Throughout the site, the terms "we", "us" and "our" refer to We Love Diamonds Ltd. Our primary diamond Jewellery Workshop, Jewellery design base, Handling and Distribution centre is located at 10 Tulketh Street, Southport PR8 1AQ.

WE OFFER THIS WEBSITE, INCLUDING ALL INFORMATION, TOOLS AND SERVICES AVAILABLE FROM THIS SITE TO YOU, THE USER, CONDITIONED UPON YOUR ACCEPTANCE OF ALL TERMS, CONDITIONS, POLICIES AND NOTICES STATED ON OUR WEBSITE HERE.

By visiting our website and/or purchasing diamonds and/or diamond jewellery from us from whatever channel, including social media, you engage in our service and you agree to be bound by all the following terms and conditions ("terms of Service", "terms"). These apply to all users of the website, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read all these Terms and Conditions Carefully along with our <u>Privacy Policy</u> Before accessing or using our website. If you do not agree to all the terms and conditions of this agreement then you may not access the website or use any services. The headings used in this are included for convenience only and will not limit or otherwise affect the Terms and Conditions. ANY NEW FEATURES OR TOOLS WHICH ARE ADDED TO OUR WEBSTORE SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS. YOU CAN REVIEW THE MOST CURRENT VERSION OF THE TERMS AND CONDITIONS AT ANY TIME <u>HERE</u>. WE RESERVE THE RIGHT TO UPDATE, CHANGE OR REPLACE ANY PART OF THESE TERMS AND CONDITIONS BY POSTING UPDATES AND/OR BY MAKING CHANGES TO OUR WEBSITE. IT IS YOUR RESPONSIBILITY TO CHECK THIS PAGE PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF OR ACCESS TO THE WEBSITE FOLLOWING THE POSTING OF ANY CHANGES CONSTITUTES ACCEPTANCE OF THOSE CHANGES.

OUR WEBSTORE FRAMEWOEK IS HOSTED BY WIX, A GLOBAL TOP TIER PROVIDER. THEY PROVIDE US WITH THE ONLINE E-COMMERCE PLATFORM THAT ALLOWS US TO SELL OUR PRODUCTS AND SERVICES TO YOU. OUR PAYMENT GATEWAYS ARE PROVIDED BY VARIOUS TOP-TIER PROVIDERS LIKE STRIPE AND A VARIETY OF OTHER GATEWAYS LIKE KLARNA AND PAYPAL ARE ALSO AVAILABLE.

PLEASE READ ALL THESE TERMS AND CONDITIONS CAREFULLY ALONG WITH OUR <u>PRIVACY POLICY</u> BEFORE ACCESSING OR USING OUR WEBSITE. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT THEN YOU MAY NOT ACCESS THE WEBSITE OR USE ANY SERVICES. THE HEADINGS USED IN THIS ARE INCLUDED FOR CONVENIENCE ONLY AND WILL NOT LIMIT OR OTHERWISE AFFECT THE TERMS AND CONDITIONS.

### (2) OUR PROMISES

AT WE LOVE DIAMONDS WE ARE ABSOLUTELY COMMITTED TO OFFERING YOU THE HIGHEST QUALITY DIAMOND JEWELLERY AT THE MOST COMPETITIVE PRICES ANYWHERE IN THE WORLD AND WE PROVIDE A FULL DIAMOND RETAIL SERVICE AT WHOLESALE RATES. WE UNDERPIN THAT WITH WORLD CLASS SERVICE, UNRIVALLED GUARANTEES AND

EXCLUSIVE VALUE ADDS - YOU CAN SEE A LIST OF OVER THIRTY REASONS WHY YOU SHOULD CHOOSE US <u>HERE</u>. NATURALLY, WHILE SOME OF THESE PROMISES/COMMITMENTS ARE UNCONDITIONAL (E.G. NO LAB DIAMONDS EVER AND NO GOLD OR SILVER PLATED JEWELLERY), SOME OF THEM, AS LISTED IN THE TERMS BELOW, HAVE SPECIFIC CONDITIONS ATTACHED FOR OBVIOUS REASONS.

## (3) THE WE LOVE DIAMONDS LOWEST PRICE COMMITMENT

WE LOVE DIAMONDS SELL AND SUPPLY LUXURY DIAMOND JEWELLERY AND INVESTMENT DIAMONDS DIRECT TO YOU AT BELOW MARKET VALUE AND NEVER WITH ARTIFICIALLY INFLATED PRICES. IN THE UNLIKELY EVENT YOU FIND THE EXACT SAME LIKE-FOR-LIKE PRODUCT PRICED LOWER ELSEWHERE ONLINE THEN WE WILL NOT ONLY MATCH THAT PRICE FOR YOU BUT WE WILL BEAT IT BY A FURTHER 5%.

- IF YOU SEE THE PRECISE SAME PIECE OF NEW DIAMOND JEWELLERY FOR SALE BY WE LOVE DIAMONDS AND YOU THEN FIND THAT EXACT SAME PRODUCT ADVERTISED, LIKE-FOR-LIKE AND AT A LOWER PRICE ELSEWHERE ONLINE THEN WE WILL NOT ONLY MATCH THAT RATE BUT WE WILL ALSO BEAT IT BY A FURTHER 5% UP TO A MAXIMUM TOTAL VALUE OF £500.
- SHOULD YOU FIND THE SAME (NEW AND NOT USED) PRODUCT WITH THE SAME SPECIFICATION AVAILABLE FOR A LOWER COST THAN WE LOVE DIAMONDS - WHO PRIDE OURSELVES ON OFFERING THE MOST COMPETITIVE PRICES ANYWHERE ONLINE OR ON THE HIGH STREET -SIMPLY EMAIL US ON INFO@WELOVEDIAMONDS.CO.UK WITH THE EXACT URL (WEB ADDRESS) OF THE ITEM THAT
- YOU SAW AND WE WILL MATCH AND BEAT THAT PRICE FOR YOU. This offer is obviously not retrospective
- i.e. it is not actionable/relevant/claimable after you have completed your pu<mark>rcha</mark>se..

## (4) OUR FREE FIVE-YEAR GUARANTEE / WARRANTY

We offer a free 5 year guarantee on all our diamond jewellery against manufacturing and processing defects (which is obviously more than enough time to identify any issues).

• This warranty does not cover diamond jewellery which has been exposed to excessive wear, misuse or damage regardless of the circumstances which caused the wear, misuse or damage since that is, of course, your own responsibility.

- The diamond jewellery must not have been damaged by any improper handling or external impacts such as knocks, dents, drops or adverse pressure.
- The diamond jewellery must not have been changed, altered, manipulated, made bespoke, repaired or serviced by any other provider other than We Love Diamonds. This would and will obviously void any warranty.
- SOME WEAR AND TEAR CAUSED BY WEARING THE DIAMOND JEWELLERY (I.E. ITS INTENDED USE) IS CLEARLY TO BE EXPECTED AND THAT FACT DOES NOT CONSTITUTE MANUFACTURING DEFECTS AND IS OF COURSE NOT COVERED BY THIS GUARANTEE. IT IS HIGHLY UNLIKELY YOU WILL EVER DAMAGE AN ACTUAL DIAMOND SINCE THEY'RE PRACTICALLY INDESTRUCTIBLE.
- This warranty is in addition to your statutory rights which are not affected by this.
- TO MAKE A WARRANTY CLAIM THEN, IN THE FIRST INSTANCE, PLEASE CONTACT THE WE LOVE DIAMONDS CUSTOMER SERVICES TEAM ON 0800 987 7100 OR BY EMAILING US ON INFO@WELOVEDIAMONDS.COM AND WE WILL FULLY INVESTIGATE MATTERS FOR YOU AND THEN FAIRLY RECTIFY ANY GENUINE PROBLEMS IN A PROMPT FASHION.
- TO ACTIVATE THE WARRANTY THEN YOU MUST RETURN THE ITEM(S) TO US IN FULL I.E. INCLUDING ANY BOX, RELEVANT CERTIFICATION AND PROOF OF PURCHASE/ORDER NUMBER (SO WE CAN CORRELATE YOUR RETURN TO YOUR PURCHASE). THE COST OF RETURNING THE JEWELLERY TO US BY SECURE AND TRACKED DELIVERY PLUS ALSO ADEQUATELY INSURING IT DURING TRANSPORT IS YOUR own full responsibility and We Love DIAMONDS WILL ACCEPT NO RESPONSIBILITY FOR ANY FAILURE ON YOUR BEHALF TO ENSURE THE JEWELLERY IS SAFELY SENT TO AND RECEIVED BY US IN A TIMELY MANNER.
- TAMPER-PROOF PACKAGING WITH THE REQUIRED RETURN ADDRESS FOR YOU TO USE WILL HAVE BEEN PROVIDED TO YOU INSIDE YOUR ORIGINAL PURCHASE AND WE RECOMMEND THAT YOU KEEP THIS IN A SAFE PLACE FOR FUTURE REFERENCE WITH ALL YOUR OTHER INFORMATION. ITEMS MUST ONLY BE SENT BACK TO THE SPECIFIC NAME AND ADDRESS SHOWN ON THAT PACKAGING BECAUSE, FOR OBVIOUS SECURITY PURPOSES TO AVOID INTERCEPTION AND THEFT

DURING TRANSIT, YOU ABSOLUTELY MUST NEVER PUT THE NAME "WE LOVE DIAMONDS" ON ANY OF THE PACKAGING OF ANY ITEM(S) YOU ARE RETURNING SINCE ANY MENTION OF THE WORD "DIAMOND" OR "JEWELLERY" (OR INDEED ANYTHING OF THAT NATURE) WOULD CLEARLY PRESENT A SECURITY RISK.

TO BE CRYSTAL CLEAR - ANY AND ALL RETURNS ARE NEVER TO BE SENT TO OUR HEAD OFFICE IN LONDON BUT INSTEAD SENT TO OUR UK DISTRIBUTION, HANDLING CENTRE AND JEWELLERY WORKSHOP USING THE PRECISE ADDRESS DETAILS LISTED BELOW (WHICH ARE THE DETAILS ALREADY PRE-PRINTED ON THE TAMPER-PROOF RETURN PACKAGING ALREADY PROVIDED WITH YOUR PURCHASE):

RETURN ADDRESS: WLD / TJW IO TULKETH STREET SOUTHPORT PR8 IAQ UNITED KINGDOM

- WHERE A WARRANTY CLAIM HAS BEEN MADE AND THE ITEMS HAVE BEEN DELIVERED BACK TO US SAFELY THEN THE ITEM(S) WILL THEN BE SUBJECT TO VERIFICATION AND AUTHENTICATION BY OUR PROFESSIONAL TEAM. THE ITEM(S) MUST BE ASSESSED BY US AS GENUINELY DEFECTIVE AS A DIRECT RESULT OF A MANUFACTURING OR PROCESSING DEFECT. REST ASSURED, IF THIS IS THE CASE THEN WE HAVE ABSOLUTELY NO ISSUE WHATSOEVER IN FULFILLING WARRANTY CLAIMS AS OUR AIM IS ALWAYS CUSTOMER DELIGHT.
- WHERE A CLAIM FROM THIS GUARANTEE HAS BEEN ACCEPTED THEN WE WILL DISCUSS THE PROCEDURE THEREAFTER IN TERMS OF WHETHER YOU WOULD LIKE US TO FACILITATE AN EXCHANGE, REPAIR, CREDIT NOTE, REFUND ETC. (AT YOUR DISCRETION).
- WE ARE CONSCIOUS THAT (VERY RARE) ATTEMPTS ARE MADE AT TIMES BY UNSCRUPULOUS INDIVIDUALS TO PURCHASE JEWELLERY WITH THE SOLE INTENTION OF MERELY WEARING IT FOR AN EVENT AND THEN ATTEMPTING TO RETURN IT FOR A FULL REFUND BY LEVERAGING OUR VERY FAIR POLICIES. REST ASSURED THAT THIS IS SOMETHING WE HAVE SPECIFIC POLICIES AND DILIGENT MONITORING IN PLACE TO IDENTIFY, MITIGATE, PREVENT AND TAKE LEGAL AND/OR FINANCIAL COUNTER-ACTION AGAINST SINCE THAT IS BOTH FRAUDULENT AND UNFAIR TO THE 99.9% OF GENUINE CUSTOMERS. WE'RE ALSO AWARE

OF THE POTENTIAL FOR FRAUDSTERS TO PURCHASE AUTHENTIC DIAMOND JEWELLERY AND LATER ATTEMPT TO RETURN IT WITH THE DIAMOND(S) SUBSTITUTED WITH IMITATIONS. AGAIN, WE HAVE HEAVYWEIGHT MEASURES IN PLACE TO IDENTIFY THIS WITH 100% ACCURACY AND WILL PURSUE CIVIL AND CRIMINAL ACTION AGAINST ANYONE ATTEMPTING TO DEFRAUD US IN THIS FASHION.

### (5) OUR FREE RING SIZING & RE-SIZING SERVICE

WHERE RELEVANT (AND MOST PERTINENT TO DIAMOND RINGS), ALL OF OUR DIAMOND JEWELLERY WILL BE SENT TO YOU SIZED TO YOUR EXACT SPECIFICATION. WE ALSO PROVIDE A FREE RING, bracelet and necklace sizing guide with all PURCHASES/DELIVERIES (WHICH CAN BE FOUND ON THE FREE LUXURY USB MEMORY STICK PROVIDED with all purchases) or viewed and downloaded <u>here</u>. Nevertheless, if you let us KNOW AT THE TIME OF YOUR ORDER IF YOU NEED A BESPOKE SIZE (SUCH AS A HALF SIZE E.G. A BESPOKE size somewhere between two standard sizes) THEN WE WILL HAPPILY DO THIS FOR YOU FREE OF CHARGE. AFTER DELIVERY, WE WILL ALSO BE HAPPY TO PROVIDE YOU WITH A FREE SIZE ADJUSTMENT ON YOUR RING PURCHASE SHOULD THAT BE REQUIRED. All of this is <mark>subje</mark>ct to the conditions listed BELOW:

- IF YOU DO NOT KNOW THE RING SIZE THEN PLEASE SELECT "UNKNOWN" AS THE RING SIZE DURING THE CHECKOUT PROCESS AND WE WILL SUPPLY YOUR RING IN THE STANDARD SIZE OF 51 TO 53 MM. AS SOON AS YOU RECEIVE THE RING AND ARE THEN ABLE TO DETERMINE THE CORRECT SIZE REQUIRED, YOU MAY RETURN IT TO US IF NECESSARY IN LINE WITH THE CONDITIONS BELOW FOR A COMPLETELY FREE AND PROFESSIONAL RE-SIZING SERVICE AT OUR STATE-OF-THE-ART DIAMOND JEWELLERY WORKSHOP.
- This condition does not apply to rings we have made bespoke for you including rings we have already resized for you ahead of delivery.
- For rings that we are bespokely resizing for you ahead of delivery then please expect an additional delivery time of 3 to 5 working days in you receiving your item(s) from US.
- FOR RINGS THAT WE ARE RESIZING FOR YOU *AFTER* YOUR INITIAL PURCHASE THEN YOU WILL OF COURSE NEED TO RETURN THE RING(S) TO US. THE COST OF YOU RETURNING THE ITEM(S) TO US BY SECURE AND TRACKED DELIVERY (PLUS ALSO ADEQUATELY INSURING IT DURING TRANSPORT) IS YOUR OWN FULL RESPONSIBILITY AND WE

Love Diamonds will accept no responsibility for any failure on your behalf to ensure the diamond jewellery is safely sent to and received by us in a timely manner. You should then expect to receive your resized ring(s) back approximately 5 to 7 working days after we have received it our end.

- PLEASE ALWAYS BE SURE TO PROVIDE ALL THE RELEVANT PROOF OF PURCHASE INFORMATION BACK TO US SO THAT WE CAN ENSURE THIS FREE SERVICE IS TRACKED AND EXPEDITED AS EFFICIENTLY FOR YOU AS POSSIBLE AND DO FEEL FREE TO CONTACT US BY EMAIL ON INFO@WELOVEDIAMONDS.CO.UK OR CALL THE WE LOVE DIAMONDS TEAM ON 0800 987 7100 WITH ANY QUESTIONS OR FOR ANY ADVICE. WE ARE ALWAYS HAPPY TO HELP.
- AS PREVIOUSLY HIGHLIGHTED IN POINT (4); TAMPER-PROOF PACKAGING WITH THE REQUIRED RETURN ADDRESS FOR YOU TO USE WILL ALWAYS HAVE BEEN PROVIDED TO YOU INSIDE YOUR ORIGINAL PURCHASE PACKAGING AND WE RECOMMEND THAT YOU KEEP THAT IN A SAFE PLACE WITH ALL YOUR OTHER INFORMATION. ITEMS MUST ONLY BE SENT BACK TO THE SPECIFIC NAME AND ADDRESS SHOWN ON THAT PACKAGING BECAUSE, FOR OBVIOUS SECURITY PURPOSES TO AVOID INTERCEPTION AND THEFT DURING TRANSIT, YOU ABSOLUTELY MUST NEVER PUT THE NAME "WE LOVE DIAMONDS" ON ANY OF THE PACKAGING OF ANY ITEM(S) YOU ARE RETURNING SINCE ANY MENTION OF THE WORD "DIAMOND" OR "JEWELLERY" (OR INDEED ANYTHING OF THAT NATURE) WOULD CLEARLY PRESENT A SECURITY RISK.
- TO AGAIN BE CRYSTAL CLEAR; ANY AND ALL RETURNS ARE NEVER TO BE SENT TO OUR HEAD OFFICE IN LONDON BUT INSTEAD SENT TO OUR UK DISTRIBUTION, HANDLING CENTRE AND JEWELLERY WORKSHOP USING THE PRECISE ADDRESS DETAILS LISTED BELOW (WHICH ARE THE DETAILS ALREADY PRE-PRINTED ON THE TAMPER-PROOF RETURN PACKAGING ALREADY PROVIDED WITH YOUR PURCHASE):

RETURN ADDRESS: WLD / TJW 10 Tulketh Street Southport PR8 IAQ United Kingdom

- ONLY ONE FREE RING RE-SIZE PER RING PURCHASE.
- Although we reserve the right to be flexible in this area at our sole discretion and under very specific and extenuating

CIRCUMSTANCES (SUCH AS A SCENARIO WHERE YOU HAVE PURCHASED AN ENGAGEMENT RING FROM US FOR USE MORE THAN 30 DAYS AHEAD), YOU MUST ORDINARILY REQUEST YOUR FREE RING SIZING WITHIN 30 DAYS OF YOUR ORIGINAL PURCHASE TO QUALIFY FOR THIS FREE SERVICE.

- ALTHOUGH MOST DIAMOND RINGS CAN BE RESIZED, OTHERS (BY NATURE OF THEIR DESIGN OR DIAMOND SETTING FOR EXAMPLE) MAY HAVE TO BE SUPPLIED NEW / MADE FROM SCRATCH AND/OR THERE MAY BE A LIMITATION ON HOW MUCH IT CAN PHYSICALLY BE RESIZED (E.G. NOT EXCEEDING TWO SIZES FROM THE ORIGINAL SIZE YOU ORDERED) – AT LEAST NOT WITHOUT SOME ADDITIONAL CHARGE BEING MADE. THIS WILL ALWAYS BE ASSESSED AND MADE CLEAR TO YOU IN ADVANCE OF YOU REQUESTING AND US THEN PERFORMING A RE-SIZE.
- You can view our free expert guide on diamonds and diamond jewellery <u>here</u> or download a free PDF of it <u>here</u>.

### (6) OUR FREE & SECUR<mark>E W</mark>ORLDWIDE SHIPPING

WE OFFER SECURE, EXPEDITED, FULLY GUARANTEED AND FULLY INSURED SHIPPING WORLDWIDE AND ALWAYS FOR FREE, ALL JEWELLERY IS PRESENTED IN LUXURY PACKAGING INCLUDING PREMIUM JEWELLERY BOXES, A FREE RING / BRACELET / NECKLACE SIZING GUIDE PLUS A FREE VALUATION CERTIFICATE AND A LUXURY USB CONTAINING ALL YOUR IMPORTANT DOCUMENTATION. SOME KEY POINTS FOR YOU TO NOTE:

IF YOUR DELIVERY ADDRESS IS OUTSIDE OF THE UK THEN YOU MAY POTENTIALLY BE SUBJECT TO customs charges. This is your own responsibility (although we can cover all OR MOST OF THIS AS DESCRIBED LATER IN THIS section). When you buy products that are SOLD AND SHIPPED FROM OUTSIDE YOUR OWN COUNTRY THEN YOU ARE SOMETIMES POTENTIALLY RESPONSIBLE FOR PAYING ADDITIONAL IMPORT TAXES AND DUTIES BASED ON THE LAWS OF THE PARTICULAR COUNTRY INTO WHICH THE PRODUCTS ARE BEING delivered to. We Love Diamonds have no CONTROL OVER THESE CHARGES AND WE CANNOT PREDICT WHAT THEY MAY OR MAY NOT BE (ALTHOUGH WE DO TRY OUR VERY BEST TO MITIGATE THESE FOR YOU IN TERMS OF THE WAY WE DESPATCH, PACKAGE AND DELIVER OUR GOODS - THIS IS ONE OF THE REASONS WHY WE ONLY USE MAJOR INTERNATIONAL DELIVERY PARTNERS WHO PROCESS MILLIONS OF CUSTOMS ENTRIES EVERY DAY AND ENSURE THAT OUR SHIPMENTS ARE CLEARED QUICKLY AND EFFICIENTLY). THIS IS USUALLY A NON-ISSUE BUT



PLEASE DO BE AWARE THAT CUSTOMS POLICIES CAN VARY WILDLY FROM COUNTRY TO COUNTRY AND ARE SUBJECT TO CHANGE AT ANY TIME, ESPECIALLY GIVEN FLUID SCENARIOS LIKE BREXIT AND EVEN UNFORESEEN MILITARY CONFLICTS AND EMBARGOES WHICH OCCUR FROM TIME TO TIME. IF NECESSARY, YOU SHOULD ALWAYS CONTACT YOUR LOCAL CUSTOMS OFFICE FOR FURTHER INFORMATION. ALL OUR GOODS ARE FULLY TRACKED AND YOU MAY EMAIL US ON INFO@WELOVEDIAMONDS.CO.UK OR CALL US ON 0800 987 7100 (+44 800 987 7199 FROM OUTSIDE THE UK) AT ANY TIME TO REQUEST AN UPDATE ON THE STATUS OF YOUR ORDER.

- IF YOU ARE ORDERING FROM OUTSIDE THE UK THEN WE WILL TYPICALLY CONTACT YOU AHEAD OF DESPATCH TO WALK YOU THROUGH SOME OF THE OPTIONS/MEASURES THAT ARE AVAILABLE TO ENSURE THAT YOUR ITEMS ARRIVE TO YOU WITHOUT ADDITIONAL CHARGE.
- PLEASE NOTE THAT IN MOST CIRCUMSTANCES, IF A CUSTOMS CHARGE HAS BEEN MADE (AND EVIDENCED TO US) THEN WE MAY BE ABLE TO SUBSEQUENTLY CREDIT SOME OR ALL OF THAT COST TO YOU UP THE VALUE OF THE 20% VAT TAX WE WOULD OTHERWISE HAVE HAD TO PAY ON UK ORDERS - PLEASE CONTACT US ON 0800 987 7100 AND WE WILL HAPPILY WALK YOU THROUGH THIS PROCESS AND GET THINGS SORTED FOR YOU.
- WE WILL NOT ACCEPT RESPONSIBILITY FOR ANY FAILURE ON THE PART OF ANY COURIER OR DELIVERY SERVICE USED TO DELIVER GOODS, NOR CAN WE ACCEPT ANY CONSEQUENTIAL LOSS INCURRED BY YOU BY ANY ACTION OR INACTION ON THE PART OF US OR ANY ACENT ACTING ON BEHALF OF US ESPECIALLY DURING SCENARIOS SUCH AS A POSTAL STRIKE WHICH ARE OF COURSE COMPLETELY BEYOND OUR CONTROL.
- AVERAGE TURNAROUND TIMES ARE ALWAYS SHOWN/PROVIDED WHERE RELEVANT/ INDICATED. PLEASE NOTE THAT THESE ARE ALWAYS AVERAGE AND ESTIMATED TURNAROUND TIMES AND ARE NOT A GUARANTEE OF WHICH DAY YOUR ORDER WILL BE DESPATCHED OR DELIVERED. TURNAROUND IS USUALLY SHOWN IN WORKING DAYS WHICH DOES NOT INCLUDE WEEKENDS OR PUBLIC HOLIDAYS.
- SHOULD YOU HAVE A PARTICULARLY URGENT NEED TO RECEIVE AN ITEM (E.G. NEXT DAY) THEN PLEASE EMAIL INFO@WELOVEDIAMONDS.CO.UK OR CALL US ON 0800 987 7100 AND WE WILL DO OUR BEST TO ACCOMMODATE YOU. THE SOLUTION YOU REQUIRE MAY INCUR AN

ADDITIONAL CHARGE BUT WE WILL ALWAYS DO OUR LEVEL BEST TO HELP YOU HOWEVER WE CAN AND ANY ADDITIONAL CHARGE WOULD ALWAYS BE DISCRETIONARY AND AGREED WITH YOU UPFRONT.

 OUR HMRC EORI NUMBER IS GB088744951000 WHICH YOU CAN CHECK ON THE GOVERNMENT WEBSITE <u>HERE</u>.

## (7) GUARANTEED GIA GRADED DIAMONDS & SOLID, UK HALLMARKED PRECIOUS METALS

We Love Diamonds guarantee to only sell fully GIA graded diamonds and UK HALLMARKED, SOLID PRECIOUS METALS AND WE fully abide by all UK hallmarking laws. Every diamond from We Love Diamonds has been GRADED BY THE GEMMOLOGICAL INSTITUTE OF America (GIA) who are th<mark>e w</mark>orld's number one AUTHORITY AND BENCHMARK ON AUTHENTIC diamonds. A "Diamond Grading Report" will HAVE BEEN ISSUED WHICH DETAILS ALL THE SPECIFIC characteristics of a diamond. All diamond IEWELLERY AND/OR INDIVIDUAL CUT INVESTMENT diamond stones sold by We Love Diamonds have been GIA Graded and, where relevant, we or our partners (De Beers for example) retain ALL THE ORIGINAL AND TRACKABLE CERTIFICATION.

- WE ALSO ONLY SELL ETHICAL DIAMONDS AS EXERCISING A STRONG SOCIAL CONSCIENCE IN TERMS OF OUR ENVIRONMENTAL AND SOCIAL RESPONSIBILITIES IS A CORE VALUE OF OURS.
   ETHICALLY SOURCED, HIGHLY-VETTED AND CONFLICT-FREE DIAMONDS WITH PROOF OF ORIGIN AND THE USE OF FAIR-TRADE GOLD AND OTHER PRECIOUS METALS ARE SIMPLY NOT UP FOR DEBATE WITH US. WE JUST DO IT.
- ALL OF OUR DIAMONDS ARE OBTAINED FROM TOP-TIER SUPPLIERS WORKING TO THE KIMBERLEY PROCESS SCHEME AND WE NEVER USE OR BUY ROUGH DIAMONDS WHICH HAVE NOT BEEN CUT BY A FULL PARTICIPANT OF THE KIMBERLEY PROCESS.
- We don't use or sell lab diamonds (which are fake diamonds with zero resale value).
- WE DO NOT SUPPLY INFERIOR GOLD OR SILVER PLATED JEWELLERY AND WE WILL ONLY SELL SOLID 9 CARAT, 14 CARAT OR 18 CARAT GOLD (OR OTHER SOLID PRECIOUS METAL SUCH AS PLATINUM WHERE SPECIFIED). PLATED JEWELLERY IS PRACTICALLY WORTHLESS AND IS NEVER A SMART PURCHASE CHOICE SO WE STRONGLY RECOMMEND YOU AVOID IT. EVEN SOLID SILVER HAS LITTLE OR NO VALUE AT CURRENT MARKET VALUES.
- TO HELP FIGHT CLIMATE CHANGE, WE HELP FUND NEXT-GENERATION CARBON REMOVAL BY

DONATING A SMALL PART OF EVERY PAYMENT MADE VIA STRIPE (OUR PRIMARY PAYMENT GATEWAY) TO HELP REMOVE CARBON FROM THE ATMOSPHERE. IT'S A SMALL BUT IMPORTANT STEP IN WE LOVE DIAMONDS SOCIAL AND CORPORATE RESPONSIBILITY AND THIS IS SOMETHING THAT WE WILL BE RAMPING-UP OVER TIME BY GRADUALLY INCREASING THE AMOUNT THAT WE DONATE FROM EACH SALE IN LINE WITH OUR TURNOVER. WE LOVE DIAMONDS IS COMMITTED TO DOING WHATEVER WE CAN TO SUPPORT SUSTAINABILITY AND WE HAVE A NUMBER OF OTHER EXCITING INITIATIVES IN PLACE TO UNDERPIN THIS MENTALITY.

- WE ARE NOT CURRENTLY SOURCING OR USING RUSSIAN MINED/CUT DIAMONDS AND WILL NOT
   BE DOING SO FOR THE FORESEEABLE FUTURE GIVEN THE CURRENT GEO-POLITICAL SITUATION.
- PLEASE REFER TO POINT (8) BELOW FOR OUR
  TERMS REGARDING THE PROVISION OF GIA
  CERTIFICATES

## (8) FREE VALUATION CERTIFICATES WITH ALL DIAMOND / DIAMOND JEWELLERY PURCHASES

WE SUPPLY ALL OUR CUSTOMERS WITH A PROFESSIONAL VALUATION CERTIFICATE FOR EACH PURCHASE LISTING THE FULL DETAILS OF YOUR DIAMOND JEWELLERY / DIAMOND(S), THEIR PROFESSIONALLY ASSESSED RETAIL VALUE (WHICH WILL ALWAYS BE MORE THAN WHAT YOU HAVE PURCHASED IT FOR AS WE ALWAYS SELL ALL OUR ITEMS AT WELL BELOW MARKET VALUE). THIS IS GUARANTEED ON YOUR VALUATION CERTIFICATE, ALL OUR DIAMOND JEWELLERY IS FULLY UK HALLMARKED AND GIA GRADED WHERE RELEVANT.

- SINCE MUCH OF OUR JEWELLERY IS COMPRISED OF MULTIPLE DIAMONDS (SOMETIMES DOZENS OR EVEN SCORES OF DIAMONDS), WE OBVIOUSLY CANNOT AND WILL NOT SUPPLY GIA CERTIFICATES FOR EACH INDIVIDUAL DIAMOND (GIA CERTIFICATES TYPICALLY COST £150 TO £250 PER DIAMOND).
- FOR DIAMOND JEWELLERY FEATURING LARGE SINGLE STONES (OR VERY SMALL NUMBERS OF STONES) THEN WE CAN/WILL SUPPLY THE INDIVIDUAL GIA CERTIFICATES. PLEASE CONTACT US ON INFO@WELOVEDIAMONDS.CO.UK OR CALL 0800 987 7100 TO FACILITATE THIS AS ADDITIONAL FEES MAY APPLY FOR THE (EXPENSIVE) CERTIFICATE(S) DEPENDING ON THE ACTUAL STONES VALUE AND THE NUMBER OF STONES. THIS WILL TYPICALLY NOT BE COST-EFFECTIVE (OR EVEN NECESSARY) FOR YOU WITH MOST PURCHASES OUTSIDE OF OUR LOOSE CUT INVESTMENT STONES AND OUR MORE VALUABLE OR BESPOKE DIAMOND JEWELLERY PIECES WHERE

THIS IS, USUALLY, PROVIDED AS STANDARD. THE PROFESSIONALLY APPRAISED AND OFFICIAL VALUATION CERTIFICATE SHOULD CERTAINLY PROVE TO BE MORE THAN ADEQUATE, ESPECIALLY SINCE 99% OF PROVIDERS DON'T OR CANNOT PROVIDE THAT.

 ALL INSURANCE VALUATIONS ARE BASED ON THE VALUES THAT ARE CURRENT AT THE DATE SHOWN ON THE CERTIFICATE (WHICH, IF ANYTHING, SHOULD ACTUALLY INCREASE IN VALUE OVER TIME). THE VALUED AMOUNT IS ALWAYS THE RRP AMOUNT AND NOT NECESSARILY THE AMOUNT YOU ACTUALLY PAID INCLUDING ANY SAVINGS SINCE WE ALWAYS SELL OUR LOOSE CUT DIAMONDS AND DIAMOND JEWELLERY AT BELOW MARKET VALUE. ALL VALUE(S) INCLUDE UK VAT AT 20%.

## (9) RETURNS, REFUNDS & CANCELLATION POLICY

WE LOVE DIAMONDS ARE ABSOLUTELY COMMITTED TO OFFERING OUR CUSTOMERS THE HIGHEST LEVEL OF SERVICE AND CUSTOMER SATISFACTION. OUR AIM IS ALWAYS CUSTOMER DELIGHT. PLEASE PAY PARTICULAR ATTENTION TO OUR RETURNS, REFUNDS AND CANCELLATION POLICY LISTED HERE BEFORE PLACING ANY ORDER. BY PLACING ANY ORDER YOU CONFIRM THAT YOU HAVE READ AND FULLY ACKNOWLEDGED THESE TERMS AND CONDITIONS:

- ACKNOWLEDGING RELEVANT SECTIONS OF POINT (4) LISTED PREVIOUSLY (OUR FREE 5 YEAR GUARANTEE/WARRANTY) THEN OUR STANDARD POLICY FOR RETURNS IS THAT ANY PROBLEM WITH AN ORDER SHOULD BE OUTLINED BY YOU to us within 24 hours of you receiving the GOODS, YOU MUST THEN, WHERE RELEVANT, DESPATCH TO US ANY DIAMONDS / DIAMOND JEWELLERY WITHIN 7 DAYS IF APPLICABLE/ APPROPRIATE/AGREED. IN CONSULTATION WITH YOU, ANY ISSUE WILL TYPICALLY BE REMEDIED AS A REFUND. A CREDIT, A REPAIR OR AS A REPLACEMENT FAILURE TO INFORM US OF A **PROBLEM WITHIN 24 HOURS OF YOU RECEIVING** THE GOODS WILL MEAN THAT YOUR ORDER IS DEEMED TO HAVE BEEN ACCEPTED AND CHECKED.
- IF THE PRODUCT(S) DELIVERED DOES NOT MATCH YOUR ORDER THEN PLEASE IMMEDIATELY CONTACT US ON 0800 987 7100 AND/OR VIA EMAIL ON INFO@WELOVEDIAMNDS.CO.UK OUTLINING THE PROBLEM AND IN THIS CIRCUMSTANCE WE WILL ARRANGE THE RETURN OF THE GOODS AT OUR OWN EXPENSE. PLEASE REMEMBER TO INCLUDE ALL YOUR ORIGINAL ORDER DETAILS AND ANY RELEVANT PACKAGING INCLUDING THE BOX(ES). IF THE GOODS HAVE A

## We Love Diamonds

PROBLEM RELATING TO THE QUALITY OR FUNCTIONALITY OF THEM THEN WE CANNOT TAKE ANY ACTION UNTIL THE GOODS HAVE BEEN RETURNED TO US FOR INSPECTION. FOLLOWING THE RETURN OF THE GOODS WE WILL INVESTIGATE AND MAKE A THOROUCH ASSESSMENT AFTER WHICH WE WILL DEEM WHETHER YOUR RETURN IS VALID OR NOT. WE ENDEAVOUR TO EXPEDITE THIS PROCESS RAPIDLY.

- REFUNDS WILL ONLY BE OFFERED WHEN AN ORDER IS CANCELLED PRIOR TO ANY WORK BEING UNDERTAKEN OR BEFORE AN ORDER HAS BEEN DESPATCHED (WHICH IS OFTEN SAMEDAY FOR ORDERS MADE BY A CERTAIN TIME). IF YOU NEED TO CANCEL AN ORDER YOU SHOULD CONTACT CUSTOMER SERVICES IMMEDIATELY ON 0800 987 7100.
- DUE TO THE SHORT TURNAROUND TIMES WE WORK TO IN TERMS OF DESPATCH, YOUR ORDER MAY HAVE ALREADY BEEN SHIPPED IN WHICH CASE ONLY CERTAIN LISTED EXCLUSIONS AND OTHER RELEVANT WARRANTIES WILL APPLY.
- SHIPPING COSTS TO RETURN ANY PRODUCT ARE PRACTICALLY ALWAYS THE RESPONSIBILITY OF YOU THE CUSTOMER. WE RESERVE THE RIGHT TO MAKE A CHARGE NOT EXCEEDING OUR DIRECT COSTS OF RECOVERING THE GOODS IF YOU DO NOT RETURN THE GOODS OR IF YOU ATTEMPT TO RETURN THEM AT OUR EXPENSE.
- TO ONCE AGAIN BE CRYSTAL CLEAR; ANY AND ALL RETURNS ARE <u>NEVER</u> TO BE SENT TO OUR HEAD OFFICE IN LONDON BUT INSTEAD SENT TO OUR UK DISTRIBUTION, HANDLING CENTRE AND JEWELLERY WORKSHOP USING THE PRECISE ADDRESS DETAILS LISTED BELOW (WHICH ARE THE DETAILS ALREADY PRE-PRINTED ON THE TAMPER-PROOF RETURN PACKAGING WHICH IS ALWAYS PROVIDED WITH YOUR PURCHASE):

RETURN ADDRESS: WLD / TJW 10 Tulketh Street Southport PR8 IAQ United Kingdom

 IN THE UK ONLY (AND FOR PURCHASES MADE AND COMPLETED ONLINE) THEN ALL OUR UK CUSTOMERS HAVE THE RIGHT TO CANCEL THEIR ORDERS UNDER THE <u>DISTANCE SELLING</u> <u>REGULATIONS</u> WHICH ARE DESIGNED TO GIVE CONSUMERS EXTRA PROTECTION WHEN BUYING ONLINE OR MY PHONE, MAIL ORDER ETC. WITHIN THESE REGULATIONS, UK CUSTOMERS ONLY HAVE THE RIGHT TO CANCEL THE PURCHASE OF GOODS WITHOUT HAVING TO GIVE ANY REASON AT ANY TIME WITHIN THIS "COOLING OFF PERIOD" OF seven working days, beginning on the day After you receive your goods.

- OUTSIDE OF THIS COOLING-OFF LEGISLATION IN THE UK THEN NO-ONE ELSE WHO HAS RECEIVED/ACCEPTED THEIR GOODS WILL BE ENTITLED TO A REFUND ON THE BASIS THAT, AT THAT POINT, WE HAVE COMPLETELY FULFILLED ALL THE REQUIREMENTS OF SALE AND PROVIDED YOU WITH EVERYTHING YOU HAVE PURCHASED. You cannot later "unwear" the item(s) you HAVE PURCHASED AND YOU CANNOT RETURN TO US THE GENUINE COMMERCIAL VALUE WE HAVE PROVIDED YOU, YOUR DIAMONDS / DIAMOND JEWELLERY WILL HAVE BEEN DELIVERED TO YOU IN A PERFECT CONDITION AND A FULL AND FREE MANUFACTURERS' WARRANTY OF 5 YEARS WILL HAVE ALSO BEEN PROVIDED WHICH COVERS YOU SEPARATELY FOR ANY MANUFACTURING OR PROCESSING DEFECTS.
- Should any customer in possession of their ITEM(S) ATTEMPT TO INITIATE A CHARGEBACK ON THEIR CREDIT OR DEBIT CARD THEN YOU ACKNOWLEDGE BY AGREEING TO THESE TERMS AND CONDITIONS THAT ANY AND ALL FEES THEN ATTRIBUTED TO THAT CHARGEBACK - WHICH INCLUDE OUR REASONABLE COSTS IN DEFENDING IT VIGOROUSLY - WILL BE INVOICED AND WILL BECOME PAYABLE BY YOU AND THIS WILL INCLUDE ANY FEES FROM THE CARD PROCESSOR PLUS ALL THE ADMINISTRATION COSTS THAT ARE REQUIRED TO NEGATE ANY CHARGEBACK. WE RESERVE THE RIGHT TO PURSUE SEPARATE LEGAL ACTION FOR ANY CHARGEBACK ATTEMPTS THAT ARE MALICIOUS OR FRAUDULENT IN NATURE.
- OUTSIDE OF THE VARIOUS EXCEPTIONS LISTED IN THESE TERMS AND CONDITIONS (SUCH AS THE UK DISTANCE SELLING REGULATIONS) AND FOR ALL NON-UK ORDERS, NO REFUNDS WILL BE GIVEN IN SITUATIONS WHERE THE REASON IS NON-LEGITIMATE SUCH AS YOU SIMPLY CHANGING YOUR MIND AFTER A TRANSACTION, YOU PURCHASING SOMETHING LIKE AN ENGAGEMENT RING FOR WHICH YOUR PROPOSAL IS REFUSED OR FOR THE LATER DISCOVERY OF THE SAME PRECISE ITEM BEING FOUND CHEAPER ELSEWHERE (WHICH IS HIGHLY UNLIKELY AND WHICH IS ALREADY COVERED SEPARATELY IN OUR PRICE GUARANTEE listed in point 3). There should be very few SCENARIOS WHERE A RETURN, CANCELLATION OR REFUND SHOULD BE REQUESTED OR SANCTIONED OUTSIDE OF THE SPECIFIC SCENARIOS LISTED AND CERTAINLY NOT AFTER A REASONABLE PERIOD OF NO MORE THAN 5 DAYS.
- WE DO NOT ACCEPT ANY CANCELLATION OR RETURNS ON ANY KIND OF BESPOKE ORDERS

PLACED BY YOU AS THE GOODS WILL HAVE BEEN CUSTOM-MADE TO YOUR SPECIFICATIONS AND ARE THUS RENDERED UNUSABLE AND WILL LIKELY NOT BE ABLE TO BE EASILY RE-SOLD AT THEIR GENUINE VALUE AFTER PRODUCTION OR DESPATCH. THE ONLY EXCLUSION TO THIS IS IF YOUR PRODUCT DOES NOT MATCH YOUR ORDER, OR IF YOUR PRODUCT IS FAULTY FOR WHICH YOU ARE ALREADY COVERED FOR IN YOUR FREE 5 YEAR WARRANTY AS DESCRIBED IN POINT (4).

- OWNERSHIP OF ALL GOODS THAT YOU BUY ON THE WE LOVE DIAMONDS WEBSITE OR BY ANY OTHER METHOD PASSES ONTO YOU UPON DELIVERY OF THE GOODS, PROVIDED THAT WE HAVE RECEIVED FULL PAYMENT FOR THE GOODS. IF YOU ARE IN POSSESSION OF THE GOODS THEN YOU ARE UNDER AN ABSOLUTE DUTY TO RETAIN THEM AND TAKE CARE OF THEM.
- BY EXERCISING ANY RIGHT TO CANCEL YOUR ORDER UNDER ANY RELEVANT/ACCEPTABLE CLAUSE (SUCH AS THE UK COOLING OFF PERIOD), YOU MUST SEND THE GOODS BACK TO US AND INCLUDE ALL RELEVANT PACKAGING, BOXES AND Certification. You must do so in a fully SECURE, TRACKED AND INSURED FASHION AND AT YOUR OWN EXPENSE (UNLESS WE HAVE DELIVERED THE ITEM TO YOU IN ERROR OR IF THE ITEM WAS PROVEN TO BE DAMAGED OR DEFECTIVE FOR WHICH YOU ARE AGAIN ALREADY FULLY COVERED FOR IN YOUR FREE 5 YEAR WARRANTY SO THIS CLAUSE DOES NOT AFFECT YOUR RIGHTS ACCORDING TO THAT PARTICULAR guarantee). You must do so as soon as POSSIBLE ONCE YOU HAVE CANCELLED THE ORDER (TYPICALLY WITHIN 5 DAYS) AND certainly upon demand by us. For security PURPOSES YOU MUST ONLY EVER USE THE RETURN ADDRESS PROVIDED REPEATEDLY IN THESE CONDITIONS
- WE LOVE DIAMONDS RESERVE THE RIGHT TO MAKE A CHARGE NOT EXCEEDING OUR DIRECT COSTS OF RECOVERING THE GOODS IF YOU DO NOT RETURN THE GOODS OR IF YOU ATTEMPT TO RETURN THEM AT OUR EXPENSE.
- To re-iterate, you must never put the name "We Love Diamonds" on the packaging of any return since it expressly uses the word Diamonds which is an enormous security risk. Our customer service team on 0800 987 7100 and info@welovediamonds.co.uk can provide you with best practice in this area including what you need to state on any return packaging (although please remember that we always provide a tamperproof envelope with the safe-to-use preprinted address to you with all purchases).

- WE WILL NOT ACCEPT RETURNS OR REFUNDS FOR ANY USED GOODS OR FOR GOODS THAT HAVE BEEN EVIDENTLY USED AND/OR DAMAGED BY YOU OR DAMAGED WHILE IN YOUR CARE AND YOU ARE UNDER AN EXPRESS DUTY TO RETAIN THEM AND TAKE REASONABLE CARE OF THEM. Should the returned item(s) show signs of DETERIORATION (SUCH AS DAMAGE, WEAR AND TEAR, ETC.) THAT GO BEYOND THE DETERIORATION EXPECTED DURING THE PERIOD YOU HAVE HAD THE ITEM(S) THEN WE MAY DEMAND COMPENSATION FROM YOU. WE RESERVE THE RIGHT TO OFFSET THIS COMPENSATION AGAINST ANY REPAYMENTS TO YOU, IN THIS CASE, OUR REPAYMENT TO YOU MAY BE REDUCED ACCORDINGLY. ALL RETURNED ITEMS WILL BE CAREFULLY ASSESSED BY OUR QUALITY ASSURANCE DEPARTMENT TO ENSURE IT IS A GENUINE RETURN AND THAT THE ITEM(S) HAS/HAVE NOT BEEN DAMAGED OR ALTERED IN ANY WAY.
- THE PREVIOUS SECTION TIES INTO OUR EXPLICIT AWARENESS THAT (VERY RARE) ATTEMPTS ARE MADE AT TIMES BY UNSCRUPULOUS INDIVIDUALS TO PURCHASE JEWELLERY WITH THE SOLE INTENTION OF MERELY WEARING IT FOR AN EVENT AND THEN ATTEMPTING TO RETURN IT FOR A FULL REFUND BY LEVERAGING OUR VERY FAIR POLICIES. AGAIN, WE WISH TO REITERATE THAT WE HAVE SPECIFIC POLICIES AND DILIGENT MONITORING IN PLACE TO IDENTIFY, MITIGATE, PREVENT AND TAKE LEGAL AND/OR FINANCIAL COUNTER-ACTION AGAINST SUCH BEHAVIOUR.
- ONCE YOU HAVE NOTIFIED US THAT YOU WISH TO CANCEL THE CONTRACT UNDER ANYTHING LIKE THE DISTANCE SELLING REGULATIONS (FOR EXAMPLE) THEN ANY SUM DEBITED TO US WILL BE REFUNDED TO YOU AS SOON AS POSSIBLE (AND IN ANY EVENT WITHIN 30 DAYS OF YOUR CANCELLATION ALTHOUGH OUR AIM IS USUALLY TO COMPLETE THIS WITHIN 3 TO 5 WORKING DAYS OF US RECEIVING THE ITEM BACK).
- OUR SHIPPING IS GENERALLY FREE (OUTSIDE OF THINGS LIKE SPECIFIC REQUESTS FOR OVERNIGHT DELIVERY FOR EXAMPLE) BUT ANY SHIPPING/DELIVERY FEES THAT YOU MAY HAVE PAID YOURSELF WILL ALWAYS BE NON-REFUNDABLE.
- PLEASE NOTE THAT YOU DO NOT AND WILL NOT HAVE ANY RIGHT TO CANCEL A PURCHASE FOR THE SUPPLY OF GOODS WHERE THE PRICE IS DEPENDENT ON FLUCTUATIONS IN THE FINANCIAL OR GEMSTONE MARKET AND WHICH CANNOT BE CONTROLLED BY US THE RETAILER. NEITHER WILL YOU HAVE ANY RIGHT TO CANCEL A PURCHASE FOR THE SUPPLY OF GOODS THAT HAVE BEEN MADE TO YOUR SPECIFICATIONS,



MADE BESPOKE OR PERSONALISED OR WHICH BY Reason of their nature or design cannot be returned.

- THERE MAY BE (RARE) OCCASIONS WHERE, AT OUR SOLE DISCRETION, WE MAY PROMOTE A TIME-LIMITED AND NON-STANDARD OFFER OR "FLASH SALE" OFFER FOR A PIECE OF DIAMOND JEWELLERY OR THAT A SPECIAL OFFER MAY BE MADE BY THIRD-PARTY AMBASSADORS AND CELEBRITY INFLUENCERS OF OURS (AND ANY SUCH OFFER WILL ALWAYS HAVE ITS OWN SPECIFIC TERMS AND CONDITIONS). WE WILL NOT GIVE ANY REFUNDS OR OFFER ANY LIKE-FOR-LIKE DEALS TO ANY OTHER HISTORICAL CUSTOMERS WHO MAY HAVE PAID MORE UNDER ANY CIRCUMSTANCE.
- WE WILL NOT ACCEPT RESPONSIBILITY FOR ANY FAILURE ON THE PART OF ANY COURIER OR DELIVERY SERVICE USED TO DELIVER GOODS, NOR CAN WE ACCEPT ANY CONSEQUENTIAL LOSS INCURRED BY THE CUSTOMER BY ANY ACTION OR INACTION ON THE PART OF US OR ANY AGENT ACTING ON BEHALF OF US. AVERAGE TURNAROUND TIMES ARE ALWAYS SHOWN/PROVIDED WHERE RELEVANT. PLEASE NOTE THAT THESE ARE ALWAYS AVERAGE AND ESTIMATED TURNAROUND TIMES AND ARE NOT A GUARANTEE OF WHICH DAY YOUR ORDER WILL BE DESPATCHED OR DELIVERED. TURNAROUND IS USUALLY SHOWN IN WORKING DAYS WHICH DOES NOT INCLUDE WEEKENDS OR PUBLIC HOLIDAYS.
- FAILURE BY YOU TO PROVIDE THE CORRECT CONTACT AND DELIVERY INFORMATION, WHERE A DIRECT DELIVERY HAS NOT BEEN POSSIBLE DUE TO A LACK OF ACCEPTANCE AND/OR WHERE YOU HAVE NOT COLLECTED ANY GOODS BEING HELD BY A DELIVERY PROVIDER OR AUTHORITY WITHIN 5 WORKING DAYS OF YOU RECEIVING NOTIFICATION THAT THE GOODS ARE READY FOR COLLECTION WILL MEAN THAT YOU ARE EFFECTIVELY DELIBERATELY PUTTING YOURSELVES IN A POSITION WHERE, DESPITE OUR OWN BEST EFFORTS, WE ARE UNABLE TO COMPLETE YOUR SALE/DELIVERY AND ANY SUBSEQUENT DELAY OR COST WILL THUS BE AT YOUR OWN FULL LIABILITY. THESE EVENTUALITIES WILL CONSTITUTE ABSOLUTELY NO REASON OR JUSTIFICATION FOR LATER ATTEMPTING ANY KIND OF REFUND CLAIM OR CHARGEBACK ON THE BASIS OF US NOT DELIVERING TO YOU THE ITEM THAT YOU PURCHASED SINCE WE CANNOT DO SO WITHOUT YOUR SPECIFIC INTERACTION AND/OR INSTRUCTION AND WE WILL HAVE ALREADY MADE OUR BEST EFFORT TO DO SO.
- WE LOVE DIAMONDS USE STATE-OF-THE-ART STOCK CONTROL AND INVENTORY

MANAGEMENT AND, SINCE ALL OUR ITEMS ARE SUBJECT TO AVAILABILITY, THEIR AVAILABILITY IS ALWAYS REFLECTED IN REAL-TIME ON OUR WEBSITE THANKS TO OUR SOFTWARE. HOWEVER, IN THE EXCEPTIONALLY UNLIKELY EVENT THAT WE CANNOT DELIVER THE GOODS YOU HAVE ORDERED, WE WILL INFORM YOU AS SOON AS POSSIBLE AND WILL OFFER YOU A REPLACEMENT of at least the same equivalent value (and WHEREVER POSSIBLE OF A HIGHER VALUE SO AS TO PROVIDE YOU WITH ADDED-VALUE). YOU WILL ALWAYS HAVE THE OPTION OF FITHER ACCEPTING THE REPLACEMENT OFFERED OR INSTEAD RECEIVING A FULL AND UNEQUIVOCAL REFUND OF ANY AMOUNTS ALREADY PAID FOR GOODS WHICH CANNOT BE DELIVERED.

• WE ARE A FLEXIBLE AND FAIR BUSINESS AND IF YOU HAVE ANY QUESTIONS OR CONCERNS IN THE AREAS OF RETURNS, REFUNDS AND CANCELLATIONS THEN PLEASE CONTACT OUR FRIENDLY TEAM ON 0800 987 7100 OR EMAIL INFO@WELOVEDIAMONDS.CO.UK AND WE WILL DO OUR BEST TO HELP YOU.

## (10) THE STANDARD ORDERING, CHECKOUT & PAYMENT PROCESS

GENERALLY, THE ORDERING AND PURCHASING PROCESS IS AS FOLLOWS:

- BROWSE OUR WEBSHOP;
- Select the item(s) you wish to purchase;
- MAKE ANY SELECTIONS FROM ANY OPTIONS THAT ARE AVAILABLE SUCH AS THE SIZE, COLOUR OR ANY OTHER BESPOKE OPTIONS;
- ADD/PLACE YOUR ITEM(S) INTO THE SHOPPING BASKET;
- YOU WILL THEN FIND A SUMMARY OF YOUR ORDER IN YOUR SHOPPING BASKET/ORDER OVERVIEW AND YOU MAY THEN CHECKOUT AT WILL;
- AT THIS POINT, SHOULD YOU HAVE ONE (E.G. IF YOU RECEIVED ONE AS A REPEAT CUSTOMER, YOU WERE GIVEN ONE AS PART OF OUR LOYALTY PROGRAMME <u>HERE</u> ETC.), YOU MAY ADD A VOUCHER CODE TO DISCOUNT THE COST OF YOUR PURCHASE;
- WHEN YOU ORDER DIAMONDS AND/OR DIAMOND JEWELLERY FROM US ONLINE, THE FINAL DETAILS OF YOUR ORDER WILL BE DISPLAYED ON YOUR "ORDER SUMMARY" PAGE.
   AFTER CHECKING THE DETAILS/ITEMS, YOU WILL THEN BE ASKED TO COMPLETE YOUR ORDER BY FURNISHING US WITH ALL THE REQUIRED CONTACT/DELIVERY DETAILS. TO PROTECT AGAINST THEFT, WE RECOMMEND THAT YOU PROVIDE A SECURE DELIVERY ADDRESS THAT IS NOT ACCESSIBLE BY THIRD PARTIES;

- You will then obviously pay for your item(s) using your chosen payment method (there are various payment options available including interest free and pay later payment options with Klarna and PayPal. We continue to add new and innovative options wherever possible for the benefit of all our customers);
- AFTER YOU HAVE PLACED/PAID FOR YOUR ORDER, WE WILL IMMEDIATELY EMAIL YOU, AT THE EMAIL ADDRESS PROVIDED, CONFIRMATION THAT YOUR ORDER HAS BEEN RECEIVED AND WE WILL PROVIDE A RECEIPT FOR YOUR PAYMENT. PLEASE BE SURE TO PROVIDE THE CORRECT EMAIL ADDRESS. THIS EMAIL DOES NOT CONSTITUTE A BINDING ACCEPTANCE OF YOUR ORDER UNLESS EXPRESSLY INDICATED THEREIN;
- WE LOVE DIAMONDS WILL RECEIVE AND REVIEW YOUR ORDER, THE PRICE AND THE PAYMENT MADE;
- WE LOVE DIAMONDS WILL (WHERE RELEVANT) SHIP YOUR ITEM(S) AND SEND YOU A DELIVERY CONFIRMATION ALONG WITH ANY TRACKING DETAILS AND ESTIMATED ARRIVAL DATE, ALL BY EMAIL. THIS COMPLETES THE SALES CONTRACT BETWEEN WE LOVE DIAMONDS AND YOU;
- ESTIMATED DELIVERY TIMES ARE ALWAYS OUTLINED ON OUR WEBSITE AND/OR SPECIFIED BEFORE YOUR ORDER CONFIRMATION. WE STRIVE TO DELIVER THE GOODS WITHIN THE DEADLINES SPECIFIED IN YOUR CONFIRMATION BUT DELAYS CAN BE UNAVOIDABLE DUE TO UNFORESEEN FACTORS LIKE POSTAL STRIKES AND CERTAINLY WITH ITEMS THAT WE ARE MAKING OR ADJUSTING FOR YOU BESPOKELY (AND THE PURCHASE OF LOOSE CUT INVESTMENT DIAMOND PACKAGES FROM US TAKES SLIGHTLY LONGER, BY DESIGN, SINCE WE CONTACT YOU AFTER CHECKOUT TO FULLY DISCUSS YOUR BRIEF SO AS TO ENSURE THE COMPLEXION OF YOUR CHOSEN PACKAGE IS AGREED BETWEEN BOTH PARTIES BEFORE IT IS PACKAGED-UP FOR YOU):
- IF YOU HAVE ANY SPECIFIC AND NON-STANDARD REQUESTS (SUCH AS YOU CHOOSING TO COLLECT YOUR ITEM(S) IN PERSON, YOU REQUESTING EXPEDITED OVERNIGHT DELIVERY OR YOU SELECTING ANY KIND OF BESPOKE OPTION) THEN A MEMBER OF THE WE LOVE DIAMONDS TEAM WILL CONTACT YOU AND WILL BE HAPPY TO SEND YOU ANY WRITTEN CONFIRMATION REQUIRED ONCE YOUR ORDER IS ACCEPTED. THIS ALSO COMPLETES THE SALES CONTRACT BETWEEN WE LOVE DIAMONDS AND YOU. FOR ANY IN PERSON PICK-UPS, WE LOVE DIAMONDS WILL LET YOU KNOW ONCE YOUR ITEM(S) ARE AVAILABLE FOR COLLECTION AND YOU MAY BE REQUIRED TO BRING PROOF OF IDENTITY WITH YOU,

ESPECIALLY FOR ORDERS ABOVE A SPECIFIC VALUE;

- OWNERSHIP OF ALL ITEMS YOU BUY FROM US PASSES ONTO YOU UPON RECEIPT OF THE GOODS BY YOU PROVIDED WE HAVE RECEIVED FULL PAYMENT FOR THE ITEMS;
- WE RECOMMEND THAT YOU SAVE ALL ORDER CONFIRMATIONS AND EMAILS AND, IF DESIRED, PRINT THEM OUT FOR YOUR OWN PERSONAL RECORDS AND FUTURE REFERENCE. IF YOU REQUIRE SPECIFIC INFORMATION ABOUT YOUR PURCHASE OR ABOUT ANY PREVIOUS PURCHASES THEN PLEASE DO CONTACT US;
- The listing of any items on the We Love DIAMONDS WEBSITE OR ACROSS ANY OF OUR SOCIAL MEDIA OUTLETS SUCH AS INSTAGRAM DOES NOT CONSTITUTE A BINDING OFFER TO CONCLUDE A SALES CONTRACT WITH YOU - YOU ARE MAKING AN OFFER TO US TO CONCLUDE A SALES CONTRACT BY YOU PLACING AN ORDER with US. A sales contract is only CONCLUDED WHEN THE ITEM(S) YOU HAVE ORDERED AND THE DELIVERY CONFIRMATION FOR THEM HAS BEEN SENT TO YOU (OR. WHERE YOU CHOSE TO COLLECT YOUR ITEM(S) IN PERSON, THE SALES CONTRACT IS ONLY CONCLUDED AFTER WE HAVE SENT YOU CONFIRMATION YOUR ORDER HAS BEEN ACCEPTED AND WHEN IT IS READY FOR PICKUP).
- WITHIN THE PACKAGING SUPPLIED, ALL YOUR OFFICIAL WE LOVE DIAMONDS
   DOCUMENTATION (INCLUDING WARRANTY, VALUATION CERTIFICATE, FREE EXPERT GUIDES, VOUCHERS ETC.) CAN BE FOUND INSIDE THE FREE, 2GB USB LUXURY MEMORY STICK WE PROVIDE TO YOU (SIMPLY REMOVE THE USB FROM INSIDE THE END OF THE BRANDED PEN SUPPLIED)
- WHILE THERE SHOULD GENERALLY BE NO REASON FOR YOU TO RETURN YOUR PURCHASED ITEM(S), WE ALWAYS ENCLOSE A FREE TAMPER-PROOF ENVELOPE WITH A RETURNS LABEL ALREADY AFFIXED SHOULD YOU EVER NEED TO MAKE A RETURN. WE RECOMMEND YOU KEEP THIS IN A SAFE PLACE.

IN A NUTSHELL, YOU CHOOSE, YOU BUY, WE DELIVER, YOU RECEIVE YOUR GOODS RAPIDLY.

#### (11) PRICING ERRORS

The price of our diamonds and investment diamond stones is generally the price which is displayed on our website at the time of your order. Although we try to ensure all prices on our website are accurate, human error may potentially occur (although it has never happened yet) which is why We Love Diamonds



ALWAYS CAREFULLY REVIEW THE PRICE PAID AS PART OF YOUR ORDER CONFIRMATION.

- IF FOR ANY REASON THE CORRECT PRICE OF YOUR GOODS IS ACTUALLY *LESS* THAN THE PRICE WHICH WAS LISTED AND YOU HAVE PAID THEN WE WILL RECONCILE THAT PRICE BY REFUNDING THE DIFFERENCE MEANING YOU WILL INDEED ONLY EVER PAY THE LOWER, CORRECT AMOUNT.
- IF THE CORRECT PRICE IS *HIGHER* THAN WHAT WAS LISTED BY US THEN WE LOVE DIAMONDS WILL CONTACT YOU FOR DISCUSSION AND PRESENT YOU WITH FURTHER INSTRUCTIONS BEFORE WE DESPATCH YOUR ORDER. IN SUCH (HIGHLY UNLIKELY) CIRCUMSTANCES THEN WE RESERVE THE RIGHT TO REJECT YOUR ORDER AT THAT PRICE IN WHICH CASE YOU WOULD BE NOTIFIED OF THIS AND WE WOULD ALLOW YOU TO CANCEL THE ORDER AND YOU WOULD RECEIVE A FULL REFUND. IF AN ORDER IS CANCELLED IN SUCH A FASHION THEN YOU AGREE THAT THIS RELEASES WE LOVE DIAMONDS FROM ANY FURTHER SERVICE OBLIGATION.

### (12) PRODUCTS & SERVICES

CERTAIN PRODUCTS OR SERVICES OF OURS MAY BE AVAILABLE EXCLUSIVELY ONLINE THROUGH OUR WEBSITE OR VIA CELEBRITY INFLUENCERS AND AMBASSADOR PARTNERS. THESE PRODUCTS OR SERVICES MAY HAVE LIMITED QUANTITIES AND ARE SUBJECT TO RETURN OR EXCHANGE ACCORDING TO OUR RETURN POLICY AND OTHER RELEVANT POLICIES LISTED HERE OR ON THE ITEM FEATURED (SUCH AS ANY SPECIFIC TIME SENSITIVE, FLASH-OFFERS WE CHOOSE TO FEATURE).

- WE LOVE DIAMONDS RESERVE THE RIGHT, BUT ARE NOT OBLIGATED, TO LIMIT THE SALES OF OUR PRODUCTS OR SERVICES TO ANY PERSON, GEOGRAPHIC REGION OR JURISDICTION. WE MAY EXERCISE THIS RIGHT ON A CASE-BY-CASE BASIS.
- WE RESERVE THE RIGHT TO LIMIT THE QUANTITIES OF ANY PRODUCTS OR SERVICES THAT WE OFFER. ALL DESCRIPTIONS OF DIAMOND JEWELLERY OR DIAMOND STONE PRICING ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE, AT THE SOLE DISCRETION OF WE LOVE DIAMONDS. WE RESERVE THE RIGHT TO DISCONTINUE ANY PRODUCT AT ANY TIME. ANY OFFER FOR ANY PRODUCT OR SERVICE MADE ON THIS SITE IS VOID WHERE PROHIBITED.
- We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your personal and subjective expectations, or that any errors in the Service will be corrected.

AS HIGHLIGHTED IN POINT (6) LISTED PREVIOUSLY (FREE SHIPPING), IF YOUR DELIVERY ADDRESS IS OUTSIDE OF THE UK THEN YOU MAY POTENTIALLY BE SUBJECT TO CUSTOMS CHARGES ALTHOUGH THIS IS RARE. WE HAVE NO CONTROL OVER THESE CHARGES AND WE CANNOT PREDICT WHAT THEY MAY OR MAY NOT BE AND WE RECOMMEND THAT YOU CONTACT YOUR LOCAL CUSTOMS OFFICE FOR FURTHER INFORMATION SHOULD YOU HAVE ANY CONCERNS IN THIS AREA. AS DISCUSSED, WE CAN IN MOST CASES COVER MOST OR ALL OF ANY SUCH CHARGES FOR YOU IF THIS IS EVIDENCED TO US - PLEASE JUST GET IN TOUCH WITH US ON 0800 987 7100 TO DISCUSS THIS.

#### (13) ONLINE STORE TERMS

By agreeing to these Terms and Conditions:

- YOU REPRESENT THAT YOU ARE AT LEAST THE AGE OF MAJORITY IN YOUR COUNTRY, STATE OR PROVINCE OF RESIDENCE, OR THAT YOU ARE THE AGE OF MAJORITY IN YOUR STATE OR PROVINCE OF RESIDENCE AND YOU HAVE GIVEN US YOUR CONSENT TO ALLOW ANY OF YOUR MINOR DEPENDENTS TO USE THIS WEBSITE.
- YOU MAY NOT USE OUR PRODUCTS FOR ANY ILLEGAL OR UNAUTHORISED PURPOSE NOR MAY YOU, IN THE USE OF THE SERVICE, VIOLATE ANY LAWS IN YOUR JURISDICTION (INCLUDING BUT NOT LIMITED TO COPYRIGHT AND TRADEMARK LAWS AND ANTI-MONEY LAUNDERING LEGISLATION).
- You must not transmit any worms or Viruses or any code of a destructive Nature or undertake any prohibited use as described in point 19 below.
- ANY BREACH OR VIOLATION OF ANY OF THE TERMS WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR SERVICES.

### (14) GENERAL CONDITIONS

ALTHOUGH INCREDIBLY UNLIKELY, WE RESERVE THE RIGHT TO REFUSE ANY ORDER YOU PLACE WITH US FOR ANY REASON AT ANY TIME.

 WE LOVE DIAMONDS CAN CANCEL YOUR CONTRACT/ORDER OR REFUSE TO ENTER INTO A CONTRACT/ORDER WITH YOU REGARDING CERTAIN GOODS AT ANY TIME BEFORE SHIPPING FOR REASONS OF AVAILABILITY OR ANY OTHER VALID REASONS SUCH AS LEGAL/COMPLIANCE OBLIGATIONS. IN SUCH (UNLIKELY) SCENARIOS, WE WILL IMMEDIATELY, BUT NO LONGER THAN WITHIN 7 WORKING DAYS, REFUND THE PURCHASE PRICE IN FULL TO YOUR ACCOUNT.

- WE MAY, AT OUR SOLE DISCRETION, LIMIT OR CANCEL DIAMOND JEWELLERY OR DIAMOND STONE QUANTITIES PURCHASED PER PERSON, PER BUSINESS, PER HOUSEHOLD OR PER ORDER. THESE RESTRICTIONS MAY INCLUDE ORDERS PLACED BY OR UNDER THE SAME CUSTOMER ACCOUNT, THE SAME CREDIT CARD, AND/OR ORDERS THAT USE THE SAME BILLING AND/OR SHIPPING ADDRESS.
- IN THE UNLIKELY EVENT THAT WE MAKE A CHANGE TO OR CANCEL AN ORDER, WE WILL ALWAYS ATTEMPT TO NOTIFY YOU BY CONTACTING THE E-MAIL AND/OR BILLING ADDRESS/PHONE NUMBER PROVIDED AT THE TIME YOUR ORDER WAS MADE/PLACED.
- WE RESERVE THE RIGHT TO LIMIT OR PROHIBIT ORDERS THAT, IN OUR JUDGMENT, APPEAR TO BE PLACED BY DEALERS, RESELLERS, DISTRIBUTORS, ROGUE PARTIES AND/OR THOSE WHO ARE EFFECTIVELY TRYING TO INSIDIOUSLY LOAN DIAMOND JEWELLERY FOR AN EVENT AND LATER RETURN IT.
- You understand that your content (not including credit card information), may potentially be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always fully encrypted during transfer over networks. Rest assured that you data security is of paramount important to us and this is covered further in our <u>Privacy Policy</u>.
- You absolutely agree not to reproduce, duplicate, copy, sell, re-sell or exploit any portion of our Services, use of our Services, or access to our Services without express written permission from us.

## (15) ACCURACY, COMPLETENESS, TIMELINESS & MODIFICATION OF INFORMATION

Prices for our diamonds and diamond jewellery are subject to change without notice.

- WE RESERVE THE RIGHT AT ANY TIME TO MODIFY OR DISCONTINUE THE SERVICE (OR ANY PART OR CONTENT THEREOF) WITHOUT NOTICE AT ANY TIME. WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD-PARTY FOR ANY MODIFICATION, PRICE CHANGE, SUSPENSION OR DISCONTINUANCE OF THE SERVICE.
- WE HAVE MADE AND CONTINUE TO MAKE EVERY POSSIBLE EFFORT TO DISPLAY, AS ACCURATELY AND IN AS MUCH DETAIL AS POSSIBLE, WHERE RELEVANT, THE SPECIFICATIONS, COMPLEXIONS AND IMAGES OF OUR DIAMONDS AND DIAMOND

JEWELLERY WHICH APPEAR ON OUR WEBSTORE. WE CANNOT GUARANTEE THAT YOUR COMPUTER MONITOR'S DISPLAY OF ANY IMAGE WILL BE ACCURATE.

- OCCASIONALLY THERE MAY BE INFORMATION ON OUR WEBSITE OR IN THE SERVICE THAT CONTAINS GENUINE TYPOGRAPHICAL ERRORS, INACCURACIES OR OMISSIONS THAT MAY RELATE TO PRODUCT DESCRIPTIONS, PRICING, PROMOTIONS, OFFERS, PRODUCT SHIPPING CHARGES, TRANSIT TIMES AND AVAILABILITY. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS, AND TO CHANGE OR UPDATE INFORMATION OR CANCEL ORDERS IF ANY INFORMATION IN THE SERVICE OR ON ANY RELATED WEBSITE OR SOCIAL MEDIA OUTLET IS INACCURATE AT ANY TIME WITHOUT PRIOR NOTICE (INCLUDING AFTER YOU HAVE SUBMITTED YOUR ORDER).
- WE ARE NOT RESPONSIBLE IF THE INFORMATION AVAILABLE ON THE WEBSITE IS NOT FULLY ACCURATE, COMPLETE OR CURRENT. THE MATERIAL ON THIS SITE IS PROVIDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS – YOU ARE ALWAYS WELCOME TO CONTACT US ON 0800 987 7100 OR ON INFO@WELOVEDIAMONDS.CO.UK TO CONSULT WITH OUR EXPERT TEAM FOR PRIMARY, EMPIRICAL, COMPLETE AND/OR MORE TIMELY INFORMATION.
- ANY RELIANCE ON THE MATERIAL ON THE WEBSITE IS AT YOUR OWN RISK ESPECIALLY SINCE, BY THE NATURE OF WEBSITE/WEBSTORE DESIGN, THE WEBSITE MAY CONTAIN CERTAIN HISTORICAL INFORMATION. HISTORICAL INFORMATION, BY DESIGN, IS NOT CURRENT AND IS PROVIDED FOR YOUR REFERENCE ONLY.
  - WE RESERVE THE RIGHT TO MODIFY THE CONTENTS OF THE WEBSITE AT ANY TIME, BUT WE HAVE NO OBLIGATION TO UPDATE ANY INFORMATION ON OUR SITE. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MONITOR CHANGES. to our site. We undertake no obligation to UPDATE, AMEND OR CLARIFY INFORMATION IN THE SERVICE OR ON ANY RELATED WEBSITE, INCLUDING WITHOUT LIMITATION, PRICING INFORMATION, EXCEPT AS WHERE REQUIRED BY LAW. NO SPECIFIED UPDATE OR REFRESH DATE APPLIED IN THE SERVICE OR ON ANY RELATED WEBSITE SHOULD BE TAKEN TO INDICATE THAT ALL INFORMATION IN THE SERVICE OR ON ANY RELATED WEBSITE HAS BEEN MODIFIED OR UPDATED.

### (16) THIRD-PARTY LINKS

CERTAIN CONTENT, PRODUCTS AND SERVICES AVAILABLE VIA OUR WEBSITE MAY INCLUDE MATERIALS FROM THIRD-PARTIES (FOR EXAMPLE, ON OUR BLOG) AND FROM REFERRING LINKS AND BACKLINKS, OFTEN PROVIDED BY CELEBRITY INFLUENCERS AND/OR AMBASSADORS. THIRD-PARTY LINKS ON THIS SITE MAY THEMSELVES DIRECT YOU TO THIRD-PARTY WEBSITES THAT ARE NOT DIRECTLY AFFILIATED WITH US SUCH AS THE GIA. WE ARE NOT RESPONSIBLE FOR EXAMINING OR EVALUATING THE CONTENT OR ACCURACY AND WE DO NOT WARRANT AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY THIRD-PARTY MATERIALS OR WEBSITES, OR FOR ANY OTHER MATERIALS, PRODUCTS, OR SERVICES OF THIRD-PARTIES.

WE ARE NOT LIABLE FOR ANY HARM OR DAMAGES RELATED TO THE PURCHASE OR USE OF GOODS, SERVICES, RESOURCES, CONTENT, OR ANY OTHER TRANSACTIONS MADE IN CONNECTION WITH ANY THIRD-PARTY WEBSITES. PLEASE REVIEW CAREFULLY THE THIRD-PARTY'S OWN POLICIES and practices and make sure you understand them before you engage in ANY TRANSACTION. COMPLAINTS, CLAIMS, CONCERNS, OR QUESTIONS REGARDING THIRD-PARTY PRODUCTS SHOULD ALWAYS INITIALLY BE DIRECTED TO THE THIRD-PARTY. HOWEVER, WE HAVE STRICT GUIDELINES, BUSINESS TENETS AND POLICIES THAT WE EXPECT ALL PARTNERS TO ADHERE TO AND WILL, IF REQUIRED, MANAGE OR REMOVE THEM ACCORDINGLY BASED ON CUSTOMER FEEDBACK WHICH IS OF PARAMOUNT CONCERN TO US

### (17) USER COMMENTS, FEEDBACK & OTHER SUBMISSIONS

- IF, AT OUR REQUEST, YOU SEND CERTAIN SPECIFIC SUBMISSIONS (FOR EXAMPLE CONTEST ENTRIES OR TESTIMONIALS) OR, WITHOUT A REQUEST FROM US, YOU SEND CREATIVE IDEAS, SUGGESTIONS, PROPOSALS, PLANS, OR OTHER MATERIALS, WHETHER ONLINE, BY EMAIL, BY POSTAL MAIL, OR OTHERWISE (COLLECTIVELY, 'COMMENTS'), YOU THUS AGREE THAT WE MAY, AT ANY TIME, WITHOUT RESTRICTION, EDIT, COPY, PUBLISH, DISTRIBUTE, TRANSLATE AND OTHERWISE USE IN ANY MEDIUM ANY COMMENTS THAT YOU FORWARD TO US. WE ARE AND SHALL BE UNDER NO OBLIGATION (1) TO MAINTAIN ANY **COMMENTS IN CONFIDENCE; (2) PAY** compensation for any comments; or (3) to RESPOND TO ANY COMMENTS.
- WE MAY, BUT HAVE NO OBLIGATION TO, MONITOR, EDIT OR REMOVE CONTENT THAT WE DETERMINE IN OUR SOLE DISCRETION TO BE

MISLEADING, UNLAWFUL, OFFENSIVE, THREATENING, LIBELLOUS, DEFAMATORY, PORNOGRAPHIC, OBSCENE OR OTHERWISE OBJECTIONABLE OR WHICH VIOLATES ANY PARTY'S INTELLECTUAL PROPERTY OR THESE TERMS OF SERVICE. WE DO NOT AND WILL NOT TOLERATE ANY ABUSIVE OR THREATENING BEHAVIOUR TO ANY OF OUR STAFF OR PARTNERS.

You agree that your comments will not VIOLATE ANY RIGHT OF ANY THIRD-PARTY, INCLUDING COPYRIGHT, TRADEMARK, PRIVACY, PERSONALITY OR OTHER PERSONAL OR PROPRIETARY RIGHT. YOU FURTHER AGREE THAT YOUR COMMENTS WILL NOT CONTAIN LIBELLOUS OR OTHERWISE UNLAWFUL, ABUSIVE OR OBSCENE MATERIAL, OR CONTAIN ANY COMPUTER VIRUS OR OTHER MALWARE THAT COULD IN ANY WAY AFFECT THE OPERATION OF THE SERVICE OR ANY RELATED WEBSITE. YOU MAY NOT USE A FALSE e-mail address, pretend to be someone OTHER THAN YOURSELF, OR OTHERWISE MISLEAD US OR THIRD-PARTIES AS TO THE ORIGIN OF ANY COMMENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY COMMENTS YOU MAKE AND THEIR ACCURACY, WE TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY COMMENTS POSTED BY YOU OR ANY THIRD-PARTY.

### (18) YOUR PERSONAL INFORMATION

Your submission of personal information through the webstore and elsewhere on our website is governed by our Privacy Policy. You can view our Privacy Policy <u>here</u>.

### (19) PROHIBITED USES

IN ADDITION TO OTHER PROHIBITIONS SET FORTH IN THESE TERMS & CONDITIONS OF SERVICE, YOU ARE PROHIBITED FROM USING THE SITE OR ITS CONTENT FOR:

- ANY UNLAWFUL PURPOSE;
- TO SOLICIT OTHERS TO PERFORM OR PARTICIPATE IN ANY UNLAWFUL ACTS;
- TO VIOLATE ANY COUNTRY, INTERNATIONAL, FEDERAL, PROVINCIAL OR STATE REGULATIONS, RULES, LAWS, EMBARGOES OR LOCAL ORDINANCES;
- TO INFRINGE UPON OR VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS OR THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS;
- TO HARASS, ABUSE, INSULT, HARM, DEFAME, SLANDER, DISPARAGE, INTIMIDATE, OR DISCRIMINATE BASED ON GENDER, SEXUAL ORIENTATION, RELIGION, ETHNICITY, RACE, AGE, NATIONAL ORIGIN, DISABILITY OR INDEED ANY OTHER PROTECTED GROUP;
- TO SUBMIT FALSE OR MISLEADING INFORMATION;

## We Love Diamonds

- TO UNDERTAKE ANY KIND OF DENIAL OF SERVICE ATTACK OR DISTRIBUTED DENIAL OF SERVICE
   ATTACK OR ATTEMPT TO UPLOAD OR TRANSMIT
   VIRUSES, TROJANS, LOGIC BOMBS OR ANY OTHER
   TYPE OF MALICIOUS CODE OR TECHNOLOGY
   THAT WILL OR MAY BE USED IN ANY WAY TO
   AFFECT THE FUNCTIONALITY, ACCESS, SECURITY
   OR OPERATION OF THE SERVICE OR OF ANY
   RELATED WEBSITE, OTHER WEBSITES, SOCIAL
   MEDIA, BUSINESS SYSTEMS OR THE INTERNET;
- ATTEMPTING TO GAIN UNAUTHORISED ACCESS TO OUR SITE, THE SERVER ON WHICH OUR SITE IS STORED, OR ANY SERVER, COMPUTER OR DATABASE CONNECTED TO OUR SITE;
- TO COLLECT OR TRACK THE PERSONAL INFORMATION OF OTHERS; (I) TO SPAM, PHISH, PHARM, PRETEXT, SPIDER, CRAWL, OR SCRAPE;
- FOR ANY OBSCENE OR IMMORAL PURPOSE;
- TO INTERFERE WITH OR CIRCUMVENT THE SECURITY FEATURES OF THE SERVICE OR ANY RELATED WEBSITE, OTHER WEBSITES, OR THE INTERNET;
- FOR MONEY LAUNDERING OR SIMILARLY
   NEFARIOUS PURPOSES.

WE RESERVE THE RIGHT TO TERMINATE YOUR USE OF THE WEBSITE/SERVICE OR ANY RELATED WEBSITE FOR VIOLATING ANY OF THE PROHIBITED USES. WE WILL REPORT ANY SUCH RELEVANT VIOLATIONS TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES AND FULLY AND PROACTIVELY COOPERATE WITH THOSE AUTHORITIES IN ADDITION TO PURSUING OUR OWN LEGAL RECOURSE WHERE APPROPRIATE. IN THE EVENT OF ANY COURT OR OFFICIAL ORDER, THIS WILL INCLUDE US DISCLOSING YOUR IDENTITY, IF KNOWN, to the authorities where demanded. We are NOT LIABLE FOR ANY LOSSES OR DAMAGES CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, A VIRUS OR ANY OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MIGHT HAVE INFECTED YOUR COMPUTER(S), COMPUTER PROGRAMS, DATA OR ANY OTHER COPYRIGHTED MATERIAL AS A RESULT OF YOUR USE OF THE WEBSITE OR DOWNLOADING MATERIAL PUBLISHED ON THE WEBSITE OR A WEBSITE LINKED TO IT. THE CLAUSES SPECIFIED TO THE LIMITATIONS OF OUR LIABILITY BELOW APPLY TO THIS LIMITATION OF OUR LIABILITY ACCORDINGLY.

## (20) DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR WEBSITE/SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE DO NOT WARRANT THAT THE NOTIONAL BENEFITS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE (FOR EXAMPLE, THAT IN PURCHASING AN ENGAGEMENT RING YOU ARE SOMEHOW GUARANTEED AN ACCEPTANCE OF YOUR SUBSEQUENT MARRIAGE PROPOSAL SINCE THAT IS CLEARLY BEYOND OUR CONTROL). WE OF COURSE CANNOT GUARANTEE THAT ANY PIECE OF DIAMOND JEWELLERY YOU PURCHASE WILL BE LIKED BY THE RECIPIENT ALTHOUGH WE BELIEVE THAT THE CHANCES OF ANYONE NOT LOVING OUR DIAMOND JEWELLERY IS NIGH ON INCONCEIVABLE!

- YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.
- YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE (EXCEPT AS EXPRESSLY STATED BY US AND IN WARRANTIES PROVIDED HEREIN) ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.
- In no case shall We Love Diamonds Ltd, our DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, HOSTS, INFLUENCERS, AMBASSADORS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INIURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT. INCIDENTAL, PUNITIVE, SPECIAL, OR Consequential damages of any kind, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE). STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY



SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### (21) INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS WE LOVE DIAMONDS AND ANY PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS, INFLUENCERS, SUBCONTRACTORS, SUPPLIERS, INTERNS AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE LEGAL FEES, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THESE TERMS AND CONDITIONS OR ANY DOCUMENTS THEY INCORPORATE BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD-PARTY.

### (22) TERMINATION & SEVERABILITY

THESE TERMS AND CONDITIONS ARE EFFECTIVE UNLESS AND UNTIL TERMINATED BY EITHER YOU OR BY US. YOU MAY TERMINATE AT ANY TIME BY NOTIFYING US IN WRITING THAT YOU NO LONGER WISH TO USE OUR SERVICES AND/OR WHEN YOU CEASE USING OUR WEBSITE AT WHICH POINT WE RESERVE THE RIGHT TO DENY YOU ACCESS TO OUR SERVICES (OR ANY PART THEREOF).

IN THE EVENT THAT ANY PROVISION OF THESE TERMS OF CONDITIONS ARE DETERMINED TO BE UNLAWFUL, VOID OR UNENFORCEABLE, SUCH PROVISION SHALL NONETHELESS BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE UNENFORCEABLE PORTION SHALL BE DEEMED TO BE SEVERED FROM THESE TERMS AND CONDITIONS. SUCH DETERMINATION SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY OTHER REMAINING PROVISIONS (OR ANY PART THEREOF).

#### (23) FORCE MAJEURE

WE LOVE DIAMONDS ARE NOT RESPONSIBLE AND WILL NOT BE HELD LIABLE FOR ANY FAILURE TO PERFORM, OR ANY DELAY IN PERFORMANCE OF, OUR OBLIGATIONS CAUSED BY EVENTS BEYOND OUR CONTROL (FORCE MAJEURE). FORCE MAJEURE MEANS THE OCCURRENCE OF OCCURRENCES SUCH AS AN ACT OF WAR; A CATASTROPHIC NATURAL EVENT, A STRIKE OR OTHER INDUSTRIAL ACTION, A TRADE BLOCKADE OR EMBARGO, A HEALTH PANDEMIC OR ANY OTHER FORM OF MAJOR DISTURBANCE WHICH AFFECTS OUR ABILITY ON A GENERAL BASIS TO DELIVER OUR services and which is not attributable to any ACTION OR INACTION ON THE PART OF WE LOVE DIAMONDS OR ITS PARTNERS AND SUPPLIERS AND WHERE THE SETTLEMENT OF WHICH IS BEYOND OUR REASONABLE CONTROL AND WHICH WE CANNOT

HAVE REASONABLY TAKEN PRECAUTIONS AGAINST USING BEST EFFORTS. IN SUCH AN EVENTUALITY:

- NEITHER PARTY SHALL BE IN BREACH OF ITS **OBLIGATIONS UNDER THIS AGREEMENT (OTHER** THAN PAYMENT OBLIGATIONS) OR INCUR ANY LIABILITY TO THE OTHER PARTY FOR ANY LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER INCURRED OR SUFFERED BY THAT OTHER (OTHERWISE THAN UNDER ANY EXPRESS INDEMNITY IN THIS AGREEMENT) IF AND TO THE EXTENT THAT IT IS PREVENTED FROM CARRYING OUT THOSE OBLIGATIONS BY, OR SUCH LOSSES OR DAMAGES ARE CAUSED BY, A FORCE MAJEURE EVENT EXCEPT TO THE EXTENT THAT THE RELEVANT BREACH OF ITS OBLIGATIONS WOULD HAVE OCCURRED, OR THE RELEVANT LOSSES OR DAMAGES WOULD HAVE ARISEN, EVEN IF THE FORCE MAJEURE EVENT HAD NOT OCCURRED (IN WHICH CASE THIS CLAUSE SHALL NOT APPLY TO THAT EXTENT).
- As soon as reasonably practicable following the date of commencement of a force Majeure Event, and within a reasonable time following the date of termination of a force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.
- WE LOVE DIAMONDS WILL TAKE ALL REASONABLE STEPS WITHIN OUR POWERS AND CONSISTENT with Good Operating Practices (but WITHOUT INCURRING UNREASONABLE additional costs) to prevent Force MAJEURE EVENTS AFFECTING THE PERFORMANCE OF THE COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT, MITIGATE THE EFFECT OF ANY FORCE MAIEURE EVENT AND COMPLY WITH OUR OBLIGATIONS UNDER THIS AGREEMENT WE WILL CONSULT WITH YOU IN RELATION TO THE ABOVE MATTERS FOLLOWING THE OCCURRENCE OF A Force Majeure Event and should a single Force Majeure Event occur for a continuous period of more than 180 days THEN WE WILL ENDEAVOUR TO AGREE ANY MODIFICATIONS TO THIS AGREEMENT WITH YOU IN A WAY WHICH ALLOWS OUR OBLIGATIONS TO BE FULFILLED. IN ANY EVENTUALITY, IF THE FORCE MAJEURE EVENT CONTINUES FOR MORE THAN 180 DAYS THEN EITHER PARTY CAN CANCEL any affected sales contract. The PERFORMANCE OF ANY OF OUR DUTIES BECOMING IMPOSSIBLE AS A RESULT OF A FORCE MAIEURE EVENT (SUCH AS OUR PHYSICAL ABILITY TO DELIVER YOUR ITEMS) WILL NOT AFFECT YOUR RIGHTS.



#### (24) INTELLECTUAL PROPERTY, COPYRIGHT NOTICE & WARNING

OUR WEBSITE, ALL OF ITS CONTENT AND ALL OTHER MATERIAL INCLUDING THIS DOCUMENT AND OTHERS provided is copyright of We Love Diamonds LTD © 2022, ALL RIGHTS RESERVED, WE LOVE DIAMONDS IS A TRADEMARK PENDING AND FULLY protected brand. You acknowledge and agree BY USING THIS WEBSITE AND/OR ANY OF OUR SOCIAL MEDIA THAT ALL COPYRIGHT, TRADEMARKS AND OTHER PROPRIETARY RIGHTS TO ALL MATERIALS AND CONTENT THAT IS MADE AVAILABLE TO YOU IN ORDER TO USE OUR WEBSITE AND/OR SOCIAL MEDIA FULLY REMAINS WITH WE LOVE DIAMONDS LTD AT all tim<mark>es. You may only use</mark> such material if EXPLICITLY APPROVED EITHER BY US OR OUR LICENSORS (WHERE APPLICABLE), THE CONTENT OF THE WEBSITE AND SOCIAL MEDIA (ESPECIALLY VIDEOS, IMAGES, TEXT, AUDIO AND GRAPHICS) MUST NOT BE COPIED, REPRODUCED, DISTRIBUTED, REPUBLISHED, DOWNLOADED, DISPLAYED, ALTERED, MANIPULATED, POSTED OR TRANSMITTED IN ANY FORM NOR USED TO CREATE DERIVATIVE WORKS MEANS FOR ANY PURPOSE EXCEPT FOR THE PURPOSES SPECIFIED BELOW (AND EVEN THEN ONLY WITH OUR EXPRESS WRITTEN PERMISSION):

- YOU MAY PRINT OR DOWNLOAD TO A LOCAL HARD DISK EXTRACTS FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY.
- YOU MAY COPY THE CONTENT TO INDIVIDUAL THIRD PARTIES FOR THEIR PERSONAL USE, BUT ONLY IF YOU EXPRESSLY AND PUBLICLY ACKNOWLEDGE OUR WEBSITE AND/OR SOCIAL MEDIA OUTLETS AS THE SOURCE OF THE MATERIAL.
- YOU MAY NOT, EXCEPT WITH OUR EXPRESS WRITTEN PERMISSION, DISTRIBUTE OR COMMERCIALLY EXPLOIT THE CONTENT. NOR MAY YOU TRANSMIT IT OR STORE IT IN ANY OTHER WEBSITE OR OTHER FORM OF ELECTRONIC RETRIEVAL SYSTEM.

UNDER THE DMCA OR DIGITAL MILLENNIUM COPYRIGHT ACT, ALL CONTENT PUBLISHED ONLINE IS PROTECTED UNDER COPYRIGHT LAW, REGARDLESS OF IT HAVING THE COPYRIGHT SYMBOL ON THE PAGE OR NOT. ANY CONTENT, NO MATTER THE FORM IT TAKES (WHETHER DIGITAL, PRINT, OR MEDIA) IS PROTECTED UNDER COPYRIGHT LAW. WE INVEST IN A NUMBER OF PROTECTIVE MEASURES INCLUDING THE USE OF ANTI-PLAGIARISM SOFTWARE, DMCA TAKEDOWNS, OTHER TECHNOLOGY AND TOOLS, AND WE TAKE THE THEFT AND/OR MISUSE OF OUR BRAND, CONTENT, TRADEMARK, KEYWORDS, KEY MESSAGING, COPY AND ALL/ANY OF OUR COPYRIGHT, CONTENT, INTELLECTUAL PROPERTY AND TRADEMARKING EXTREMELY SERIOUSLY. THIS IS NOT AN AREA WE WILL EVER SIT SILENTLY ON. WE WILL ALWAYS PURSUE, TO THE ABSOLUTE FULLEST EXTENT OF THE LAW, RECOURSE AGAINST ANY INDIVIDUAL, BUSINESS OR GROUP WHERE AND WHEN ANY BREACH OF OUR COPYRIGHT AND/OR INTELLECTUAL PROPERTY IS MADE.

YOU ESPECIALLY RECOGNISE AND AGREE THAT WE LOVE DIAMONDS IS A TRADEMARK OF WE LOVE DIAMONDS LTD AND THAT NEITHER THE TRADEMARK NOR ANY DERIVATIVE OR VARIATION THEREOF MAY BE USED IN ANY WAY WITHOUT OUR EXPLICIT PERMISSION. THIS INCLUDES BUT IS NOT LIMITED TO ITS USE AS A HYPERLINK OR ANY KIND OF METATAG TO POTENTIALLY DIVERT TRAFFIC OR BUSINESS AWAY FROM WE LOVE DIAMONDS. YOU AGREE THAT YOU MAY NOT USE THE TRADEMARK IN ANY WAY THAT IS CONFUSING TO OUR CUSTOMERS OR POTENTIAL CUSTOMERS OR IN ANY WAY WHICH COULD DISCREDIT OR DAMAGE THE FINANCIAL STANDING, GOODWILL OR REPUTATION OF WE LOVE DIAMONDS.

NOTHING ON THIS WEBSITE MAY BE CONSTRUED AS US GRANTING YOU ANY LICENCE OR RIGHTS TO USE ANY INHERENT PROPERTY RIGHTS WITHOUT OUR EXPLICIT WRITTEN PERMISSION.

Where you have commissioned We Love DIAMONDS TO MANUFACTURE BESPOKE ITEMS FOR YOU YOU ACKNOWLEDGE THAT ALL INTELLECTUAL PROPERTY RIGHTS TO THESE GOODS WILL REMAIN THE PROPERTY OF WE LOVE DIAMONDS OR, DEPENDING on the jurisdiction, you agree to instead GRANT US AN EXCLUSIV<mark>E, I</mark>RREV<mark>OCA</mark>BLE, WORLDWIDE, PERPETUAL AND UNRESTRICTED RIGHT TO USE THE Design of said bespoke-made items and do so free of any royalties. This includes, but is not LIMITED TO, THE RIGHT TO PRODUCE AND COMMERCIALLY OFFER FURTHER ITEMS BASED ON THE bespoke goods created by us for you. Unless we EXPLICITLY STATE OTHERWISE, WE DO NOT GRANT You any rights to create copies or derivatives of these goods yourself. We reserve all rights TO ANY IMAGERY RELATED TO BESPOKE GOODS AND WILL BE ENTITLED TO USE ANY SUCH IMAGERY FOR ADVERTISING PURPOSES ON ALL AVAILABLE CHANNELS, ONLINE OR OFFLINE.

#### (25) CONTENT DISCLAIMER

WE HAVE TAKEN INCREDIBLE TIME AND CARE TO COMPILE THIS CONTENT AND DO SO IN A FAIR, CONSIDERED AND AUTHORITATIVE WAY. WE HAVE PERFORMED EXTENSIVE MARKET RESEARCH AND USED OUR DECADES OF TOP-ECHELON EXPERIENCE IN THE DIAMOND TRADE. WHERE RELEVANT, OUR CONTENT IS BASED ON SOURCES WE BELIEVE TO BE EMPIRICALLY ACCURATE AND FULLY COMPLETE BUT WE CANNOT



ALWAYS GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION WE PUBLISH.

We Love Diamonds is not a registered INVESTMENT ADVISER AND WE DO NOT PROVIDE INVESTMENT ADVICE OR INDEPENDENT RECOMMENDATIONS. ALTHOUGH WE FIRMLY BELIEVE ALL OUR CONTENT TO BE GENUINE, ACCURATE, FAIR AND INCISIVE; ALL OF THE CONTENT PROVIDED BY US IS FOR INFORMATIONAL PURPOSES ONLY AND YOU SHOULD NOT CONSTRUE ANY OF THE INFORMATION AND MATERIAL AS BEING ANY KIND OF INVESTMENT, LEGAL, TAX, FINANCIAL OR OTHER PROFESSIONAL advice. We are not regulated by the Financial CONDUCT AUTHORITY (NOR DO WE NEED TO BE). WE ARE NOT SELLING ANY KIND OF SECURITIES OR OTHER FINANCIAL INSTRUMENTS IN THIS OR ANY OTHER JURISDICTION. YOU ALONE ASSUME THE SOLE RESPONSIBILITY OF EVALUATING THE MERITS AND RISKS ASSOCIATED WITH THE USE OF ANY INFORMATION PROVIDED OR OTHER CONTENT ON THE WEBSITE BEFORE MAKING ANY DECISIONS BASED ON THE INFORMATION OR CONTENT. WE WILL NOT BE HELD LIABLE FOR ANY POSSIBLE CLAIM FOR DAMAGES ARISING FROM ANY DECISION YOU MAKE BASED ON INFORMATION OR CONTENT THAT HAS BEEN MADE AVAILABLE TO YOU THROUGH THIS WEBSITE OR ACROSS OUR VARIOUS SOCIAL MEDIA OUTLETS. ANY OPINIONS WE PUBLISH, IN OUR BLOG FOR EXAMPLE, MAY BE WRONG AND MAY CHANGE AT ANY TIME. YOU SHOULD ALWAYS CARRY OUT YOUR OWN INDEPENDENT VERIFICATION OF FACTS AND DATA BEFORE MAKING ANY INVESTMENT DECISIONS AND seek professional advice if required. All CONTENT ON THIS SITE IS INFORMATION OF A GENERAL NATURE AND DOES NOT ADDRESS THE CIRCUMSTANCES OF YOU AS A PARTICULAR INDIVIDUAL OR ENTITY WHICH MEANS THAT OUR CONTENT CANNOT AND DOES NOT TAKE YOUR OWN SPECIFIC NEEDS, INVESTMENT OBJECTIVES AND FINANCIAL SITUATION INTO CONSIDERATION SO IT IS POSSIBLE THAT INVESTING IN DIAMONDS, IF THAT IS EVEN YOUR AIM, MAY NOT ALWAYS BE SUITABLE FOR YOU BASED ON YOUR OWN UNIQUE FINANCIAL AND LIFE SITUATION. YOU SHOULD OBVIOUSLY NEVER SPEND WHAT YOU CANNOT AFFORD.

DIAMONDS ARE A COMMODITY AND, LIKE ANY COMMODITY, THEIR VALUE CAN POTENTIALLY GO DOWN AS WELL AS UP. BASED ON PAST PERFORMANCE, DIAMONDS HAVE ALWAYS GONE UP IN VALUE BUT PAST INVESTMENT PERFORMANCE IS NEVER A DEFINITIVE GUARANTEE OR PREDICTOR OF FUTURE PERFORMANCE AND THERE ARE ALWAYS RISKS ASSOCIATED WITH ANY INVESTMENT, NOT LEAST THE RISK OF LOSS. GIVEN THE NATURE OF INVESTING YOUR CAPITAL IN LOOSE CUT DIAMONDS FOR EXAMPLE COMPARED TO SOMETHING LIKE INVESTING IN STOCKS AND SHARES, YOU SHOULD NOT AUTOMATICALLY EXPECT TO MAKE ENORMOUS PROFITS IN THE SHORT TERM AS THAT IS SIMPLY NOT THE POINT OF BUYING INVESTMENT DIAMONDS IN THE FIRST PLACE WHICH INSTEAD OFFER MANY OTHER COMPELLING AND UNIQUE BENEFITS AND ADVANTAGES AS DESCRIBED. IF YOU WANT THE HIGHEST REWARDS FROM AN INVESTMENT THEN YOU WILL ALWAYS HAVE TO SHOULDER THE HIGHEST RISKS AND RISK IS NOT THE INVESTMENT PROFILE OF A DIAMOND INVESTMENT AS IT IS EXPRESSLY DESIGNED TO BE A MORE SLOW, STEADY AND RISK-MITIGATED PROPOSITION.

#### (26) SUBSCRIPTION LIST

OUR BUSINESS IS ENTIRELY BUILT ON REPEAT BUSINESS and customer loyalty. Your custom matters to us. All email subscribers and new customers RECEIVE AN EXCLUSIVE VOUCHER TO GET UP TO £50 OFF ANY FUTURE PURCHASE AFTER THEIR INITIAL PURCHASE PLUS THEY REGULARLY RECEIVE OTHER exclusive offers, special deals and unique discounts. How this works in practice is simple - YOU CAN APPLY TH<mark>AT VO</mark>UCHER AGAINST A MAXIMUM OF 5% OFF THE TOTAL VALUE OF THE item(s) from you next purchase. So if your PURCHASE IS £1,000 (OR MORE) THEN YOU'LL GET THE FULL £50 OFF. IF IT'S £500 (FOR EXAMPLE) THEN YOU'LL GET £25 OFF. TERMS AND CONDITIONS APPLY AS listed with the voucher and only one voucher is valid per unique c<mark>ust</mark>omer. This offer cannot BE COMBINED WITH OTHER OFFERS. WE STRONGLY recommend you subscribe at the bottom of any OF OUR WEBPAGES <u>HERE</u>.

BY PROVIDING US WITH YOUR EMAIL ADDRESS IN THE SUBSCRIBE SECTION OF OUR WEBSITE OR ANYWHERE ELSE WHERE YOU VOLUNTARILY SUBSCRIBE THEN YOU OVERTLY OPT-IN AND AGREE TO US CONTACTING YOU VIA EMAIL. WE WILL ONLY USE THE INFORMATION PROVIDED BY YOU TO KEEP YOU INFORMED ABOUT ANY RELEVANT NEWS, PRODUCTS, OFFERS AND PROMOTIONS. WE DO NOT AND WILL NEVER PASS ON YOUR DATA TO OTHER COMPANIES AND YOU MAY VIEW OUR PRIVACY POLICY <u>HERE</u>. YOU MAY EASILY OPT-OUT FROM RECEIVING ANY FUTURE EMAILS BY UNSUBSCRIBING FROM THE EMAILS WE SEND TO YOU WHICH ALWAYS CONTAIN VERY CLEAR OPT-OUT LINKS OR BY CONTACTING US DIRECTLY ON INFO@WELOVEDIAMONDS.CO.UK.

Even better, we also have a structured Loyalty Programme which all customers are welcome to join for free even before they order and it only takes a few seconds to do so. You can learn more about that <u>here</u>.

## We love Diamonds

### (27) ENTIRE AGREEMENT

The failure of We Love Diamonds to exercise or enforce any right or provision of these Terms of Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on our website or in respect to the service constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous

AGREEMENTS, COMMUNICATIONS AND PROPOSALS, WHETHER ORAL OR WRITTEN, BETWEEN YOU AND US (INCLUDING, BUT NOT LIMITED TO, ANY PRIOR VERSIONS OF THIS CONTENT). ANY AMBIGUITIES IN THE INTERPRETATION OF THESE TERMS AND CONDITIONS SHALL NOT BE CONSTRUED AGAINST US THE DRAFTING PARTY.

### (28) GOVERNING LAW

THESE TERMS AND CONDITIONS AND ANY SEPARATE AGREEMENTS WHEREBY WE PROVIDE YOU WITH DIAMONDS, DIAMOND JEWELLERY AND/OR RELATED services shall be governed by and construed in accordance with English Law and that the courts of England will have exclusive jurisdiction.

### (29) CONTACT US

<u>www.welovediamonds.co.uk</u> is a website operated by We Love Diamonds Limited trading as We Love Diamonds. We are registered in ENGLAND UNDER COMPANY NUMBER 13196497 AND our head office is registered at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ. WE ALSO HAVE OUR JEWELLERY WORKSHOP, CUSTOMER SERVICE, RETURNS HANDLING AND DISTRIBUTION CENTRE BASED AT WLD / TJW, 10 Tulketh Street Southp<mark>ort PR8 1AQ United</mark> Kingdom and we have partners worldwide. OUR PRIMARY TELEPHONE NUMBER IS 0800 987 7100 or, from outside the UK, +44 800 987 7100. All OUR SOCIAL MEDIA OUTLETS ARE LISTED ON THE FOOTER OF OUR WEBSITE AND ELSEWHERE, MOST OF WHICH YOU MAY CONTACT US THROUGH BY PRIVATE message. Any questions about our Terms of SERVICE SHOULD BE SENT TO US AT THE ADDRESS PROVIDED OR BY EMAIL ON INFO@WELOVEDIAMONDS.CO.UK.

0800 987 7100 | www.welovediamonds.co.uk | info@welovediamonds.co.uk



# We love diamonds

## WWW.WELOVEDIAMONDS.CO.UK



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