

Terms of Use

1. GENERAL

- 1.1. Welcome to the www.idithegallery.com online platform (the "Platform") which is operated by the Israel Diamond Technology (IDT) Ltd., company number 520027764, at 54 Betsalel St., Ramat-Gan, Israel (the "IDT" and/or "Us" and/or "We").
- 1.2. The Platform serves as an online intermediary marketplace for sellers of jewelries inlaid with diamonds (the "**Sellers**" and "**Products**", respectively) and consumers, whereby a consumer will be able to purchase the Products from the Sellers through the Platform (the "**Transaction**").
- 1.3. These Terms of Use (the "**Terms**") regulate the relationship between IDT and any person who visits and/or browses and/or reviews and/or making any use of the Platform, including consumers that enter into a Transaction with a Seller (the "**User**" and/or "**You**" and "**Use**", respectively), and any service or information included therein.
- 1.4. **It is hereby clarified that a Transaction is executed directly between the Sellers and the Users, and each Seller shall be deemed a "dealer" for the purposes of the applicable consumer protection laws (including, without limitation, the Israeli Consumer Protection Law, 1981, and the regulations enacted thereunder). IDT is not a party to a Transaction and the Transaction's contract for all intents and purposes.**
- 1.5. In case of contradiction or discrepancy between these Terms and any other provisions published in any other media – these Terms shall prevail.
- 1.6. The sections and headings of these Terms are for convenience purposes only and are not to be used for interpretation hereof. All that stated in this Terms in the singular should refer to the plural and vice versa.

2. USE OF THE PLATFORM

- 2.1. When You Use the Platform, you agree to do so only for purposes that are permitted by these Terms and in accordance with applicable law, regulation or generally accepted practices or guidelines in your jurisdiction. You will be solely responsible for any breach of these Terms and for the consequences of such breach, including any loss or damage which IDT may suffer in relation to such breach. You shall not use the Platform or its services for any purpose that is unlawful or prohibited by these Terms. Without derogating from the foregoing, you agree **not** to:
 - 2.1.1. Access or attempt to access the Platform, or any portion thereof, through any automated means, including but not limited to the use of scripts or web crawlers;
 - 2.1.2. Engage in any activity that disrupts or otherwise interferes with the Platform (or the servers and networks which are connected to the Platform) or its services;

- 2.1.3. "Scrape", duplicate, reproduce, copy, republish, license, sell, trade or resell the Platform for any purpose;
 - 2.1.4. Send unsolicited or unauthorized emails or other communications on behalf of IDT, including promotions and/or advertising of products or services;
 - 2.1.5. Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Platform;
 - 2.1.6. Attempt to do anything, or encourage, assist, or allow any third-party to do anything in violation of these Terms; or
 - 2.1.7. Use a false email address, impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Platform or its services.
- 2.2. Without derogating from the aforesaid, IDT shall be entitled to prevent a User from making any Use of the Platform in any of the following cases:
- 2.2.1. The User has committed an illegal act and/or has violated the provisions of any applicable law;
 - 2.2.2. The User violated any of the provisions of these Terms;
 - 2.2.3. The User has committed an act or omission that may damage or harm IDT and/or anyone on its behalf and/or any third party, including other Users or Sellers or the proper operation of the Platform.
- 2.3. IDT reserves the right to refuse services provided through the Platform, in its sole and reasonable discretion, at any time, for any reason IDT deems appropriate, with or without notice.
- 2.4. The Platform and its contents and services are provided AS-IS. All the information and contents on the Platform may be updated from time to time, in accordance with IDT's reasonable and sole discretion and/or where mandated or required by applicable law.
- 2.5. All information, pictures, details, proposals, videos, and the likes of with respect to the Products displayed on the Platform are as provided to IDT by the Sellers, and IDT assumes no responsibility or liability in connection therewith.
- 2.6. All pictures, images and videos with respect to the Products displayed on the Platform (if any) are for illustrative purposes only, and IDT does not guarantee that your device accurately reflects the colors of the Products.
- 2.7. IDT may, from time to time and in accordance with its sole discretion, provide and display general information in relation to diamonds, jewelries and other relevant information in this regard. IDT will try to ensure that such information displayed is accurate and up-to-date,

however, it is hereby clarified that some inaccuracies or errors may appear in this regard. IDT will not bear any responsibility or liability arising from or related to such information.

2.8. The Use of the Platform by Users is free of charge.

2.9. In order to Use the Platform, You need to have a mobile or stationary device (e.g. smartphone, desktop computer, laptop, etc.) connected to the Internet. Please note that the Use of the Platform may be subject to further technical requirements which may vary depending on the device on which You Use or try to Use the Platform. If your device is not equipped with the necessary technical features, you may not be able to Use the Platform or Use the Platform properly.

3. **PURCHASING PRODUCTS THROUGH THE PLATFORM**

3.1. A User will be entitled to place orders for the purchase of Products through the Platform (the "**Order**"). Acceptance of an Order is subject to the Seller's approval, however, IDT reserves the right to approve, reject or restrict an Order at its reasonable discretion (and notwithstanding if the Seller approved the Order). For example, IDT may reject an Order where the User has violated any provision of these Terms or in the event IDT has reasonable grounds to believe that the User misused the Platform. A Seller may reject an Order due to the Product being out of stock.

3.2. After assembling the shopping cart, the User will be required to fill in the details required to place the Order (e.g. name, address, payment details, shipping address, etc.). For efficiently processing an Order, care must be taken to provide all the required details in an accurate, clear and up-to-date manner. If incorrect details are provided, IDT and/or the Seller (as applicable) may not be able to guarantee that the Order will be received and/or processed properly. You will have no right, demand and/or claim against IDT in connection therewith, and You bear full responsibility and liability for any damage, of any kind, that will be caused to you and/or IDT and/or any other third party due to filling in incorrect and/or outdated and/or unclear details.

3.3. After placing the Order, and provided that the Order was not rejected by the Seller and/or IDT (as applicable), you will receive from IDT a confirmation via email (to the email address provided during the placement of the Order) within 24 hours (the "**Confirmation**"). If You did not receive the Confirmation, please contact Us at the contact details provided in Section 8.

3.4. You will receive a notice in the event that your Order has been rejected by the Seller (for example, the Product you ordered is out of stock) and/or (as applicable) by IDT.

3.5. The Sellers determine and publish the prices for their Products, and IDT does not have any discretion in connection with prices. There may be instances where a pricing error has been made due to technical reasons, and in such cases, IDT will inform You of the error before moving forward with your Order.

- 3.6. Payment for the Products can only be made with a valid credit card (which has not been restricted or blocked for any reason). If your payment cannot be processed for any reason (including, for example, refusal by the issuer of the card, stopped payment, etc.), You will be notified accordingly. If You will not provide an alternative payment method, your Order will be rejected and cancelled (and in the event your Order was for Personalized Products, you may bear certain payments in connection with such cancellation).
- 3.7. The invoice for the Transaction will be sent to you by the Seller. IDT does not issue invoices, nor does IDT maintains copies of invoices for Transactions executed through the Platform.
- 3.8. Orders will only be accepted from Users aged 18 and above. By placing an Order and entering into a Transaction, You explicitly confirm that You are older than 18 years of age.
- 3.9. Shipping and Delivery.**
- 3.9.1. All of the shipping and delivery are under the responsibility of the Seller. IDT is not a party to the delivery operations and its terms. You must contact the Seller directly for any information and/or problem regarding the shipping and delivery. IDT will not be liable for any delays caused.
- 3.9.2. The costs (if any) of shipping and delivery will be communicated to You during the Order process (applicable shipping and delivery fees will be displayed during the Order process as an added cost in the shopping cart at any point).
- 3.9.3. Shipping and delivery times will be communicated to You during the Order process.
- 3.9.4. Delivery usually takes places of up to 30 days from Confirmation. However, please note that the shipping and delivery of Personalized Products may take of up to 45 days from Confirmation. In this regard, "Personalized Products" are Products designed and manufactured specifically for You and in accordance with your instructions.
- Delivery will only made personally to the User or anyone designated by the User as authorized to receive the delivered Products. The courier companies with which the Seller will engage for the delivery of the Products will be instructed to verify (including by presenting an identification document) that the User or anyone designated by the User is the person actually receiving the Products, and a signature confirming receipt will be required. Delivery can only be made to persons older than 18.
- 3.9.5. At the time of delivery, please open the package in the presence of the carrier to verify the condition of the Products. Where there is damage to the Products upon delivery, You should note the details on the delivery note and contact the Seller directly.
- 3.10. **Taxes and VAT.** IDT displays the total price of the Products, including applicable shipping and delivery fees. However, it is recommended to check with your local tax authority with respect to any applicable import taxes. IDT will not be responsible for any duties, taxes etc. levied in connection with the importation of the Product to the User's country.

3.11. Cancellations.

- 3.11.1. You may cancel an Order at no cost any time before receiving the Confirmation. After receiving the Confirmation, You may cancel a Transaction within 14 days as of receiving the Product (the "Cancellation Period"). After returning an item, it will be inspected, and you will be entitled to a refund, deducted from the shipping costs.
- 3.11.2. By law There is no possibility of cancellation of a transaction of Jewelry that costs more than 3000 NIS. You can only receive credit in the store.
- 3.11.3. In the event of cancellation of a Transaction during the Cancellation Period by the User due to a defect in the Product or a discrepancy between the Product and the details provided to the User regarding the Product or due to not delivering the Product on time or due to any other violation in connection with the Transaction by the Seller and/or IDT, You will be refunded within up to 14 days as of receiving your notice of cancellation, and You will not be charged with any cancellation fee. If You received the Product, You must make it available for collection at the place where the Product was delivered to You.
- 3.11.4. In the event of cancellation of a Transaction during the Cancellation Period by the User for any other reason not specified in Section 3.11.3 above (i.e. "cancellation for convenience"), You will be refunded within up to 14 days as of receiving your notice of cancellation, and you may be required to pay a cancellation fee of 5% of the Transaction's price or NIS100 – whichever is lower. If You received the Product, You must return the Product to the Seller's place of business, or to the place of business of IDT – as instructed during the cancellation process.
- 3.11.5. Cancellation of the Transaction shall be referred to IDT to the contact details provided in Section 8 below. In the cancellation notice, the User shall specify his name, the Order number and any other relevant information in connection with the Transaction. If cancellation is for convenience, we request to also state the reason for the cancellation. If cancellation is due to one of the reasons outlined in Section 3.11.3, User must state the reason for cancellation, in order for IDT to properly handle the cancellation request.
- 3.11.6. Products must be returned with any related accessories, labels, etc. In addition, after receiving the returned Product, the Product will be inspected by professionals in order to ensure that no harm or damage has been made to the Product, nor that the diamond(s) inlaid within the Product have been altered, changed, harmed, damaged, etc. **PLEASE NOTE THAT IN THE EVENT THE PRODUCT WAS FOUND TO BE HARMED, DAMAGED, ALTERED, CHANGED, OR SOMEWHAT NOT IN THE EXACT SAME POSITION IN WHICH IT WAS DELIVERED TO THE USER – IDT AND/OR THE SELLER (AS THE CASE MAY BE) WILL INITIATE LEGAL PROCEEDINGS AGAINST THE USER, AND WILL NOTIFY THE RELEVANT LAW ENFORCEMENT AGENCIES WITH RESPECT TO THE FOREGOING. WE HOPE TO AVOID ANY SUCH INCONVENIENCES OR UNPLEASANT SCENARIOS, HOWEVER, IDT AND THE SELLERS WILL TAKE ALL MEANS IN ORDER TO PROTECT THEIR RIGHTS IN THIS REGARD. NOTHING CONTAINED IN THESE**

TERMS SHALL DEROGATE FROM ANY OTHER RIGHT AVAILABLE TO IDTAND/OR THE SELLERS.

- 3.12. Subject to applicable law, cancellation rights under this Section 3.11 do **not** apply under no circumstances to Personalized Products.
- 3.13. Please note that return shipping for international orders is in the customers responsibility and is not covered by IDT or the Sellers. If a parcel is lost or sent to the wrong address provided, it is not in our ability to refund or exchange the item.
- 3.14. Nothing contained in this Section 3.11 shall derogate from your consumer protection rights under applicable law. For example, in Israel, certain categories of consumers – (a) persons with disabilities (as defined under the Equal Rights for People with Disabilities Law, 1998; (b) elderly citizens (aged 65 and above); and (c) new immigrants (as defined under law) – have a longer statutory Cancellation Period of 4 months, provided that the engagement with such consumers included a conversation, including by way of communication means, and such longer Cancellation Periods will apply to You, as and if applicable, and we will be entitled to require proof from such consumers regarding their personal status in this regard.

4. PRIVACY POLICY

- 4.1. Any personal information provided by the User as part or within the framework of using the Platform will be subject to IDT's Privacy Policy.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All intellectual property rights (of all kinds), including trademarks, trade secrets and copyrights, whether or not registered, in the Platform or in any part of it, including (but not limited to): content, design, software, application, computer code, graphics file, text and all other materials included in the Platform, whether by external interface, by source code or by target code – is exclusively owned by IDT and/or third parties, as applicable, and it shall be protected by the Israeli copyrights and other intellectual property rights laws, international covenants and other countries copyrights and other intellectual property rights laws, as applicable.
- 5.2. The User is prohibited from working any change, copying, publishing, distributing, broadcasting, displaying, executing, replicating, issuing a license, creating a derivative work, performing a reverse engineering, or to sell partially or completely, temporarily or permanently, or in any other form, any parts of the information and contents in the Platform without prior written consent of IDT and/or of the abovementioned third parties (as applicable). Furthermore, the Platform shall not be used in a manner that constitutes or is likely to constitute a breach or violation of IDT's intellectual property or (as applicable) or of intellectual property owned by third parties, without prior written consent of IDT or (as applicable) such third parties.

5.3. The ownership of the trademarks contained in the Platform is exclusively vested with IDT, or in case it published by a publisher, then by the publisher or by IDT's business partners. The User shall not use the trademarks of IDT or such third parties (as applicable) as mentioned above, without prior written consent from IDT or (as applicable) such third parties.

6. OBLIGATIONS OF THE USER

Without derogating from any other provision under these Terms or applicable law, the usage of the Platform shall be subject to the following provisions:

- 6.1. The information and content published on the Platform shall not be used for the purpose of displaying it on the Internet and/or in any other service without receiving IDT's prior written approval, subject to the terms of such approval, if and when provided.
- 6.2. The User undertakes to make use of the information, contents or services included on the Platform only in accordance with applicable law and the provisions of the Terms.
- 6.3. The User undertakes not to make changes and/or interfere in any way with the source code of the Platform and/or the information and/or the contents contained therein and not to upload any software and/or applications that may harm or cause damage to the Platform and/or IDT and/or any third parties.
- 6.4. The User agrees that, without derogating from any other right of IDT, in cases where IDT is concerned that the User's use of the Platform does not comply with the Terms and/or any applicable law, it shall be entitled to terminate the User's activity on the Platform, including by blocking the User's IP number, tracking the User's activities on the Platform, transferring behavioral patterns to the relevant authorities and/or to third parties any other actions that IDT shall deem fit to protect its property and/or its rights and/or the rights of third parties.

7. LIMITATION OF LIABILITY

- 7.1. Subject to the provisions of the law, IDT will not be liable for any act or omission of the Sellers and/or the Users and/or anyone on their behalf (as the case may be), and will not be liable for any damage and/or loss and/or expense caused to the Sellers and/or the Users and/ or anyone on their behalf (as the case may be) and/or any third party as a result of and/ or in connection with any such act or omission.
- 7.2. IDT is not responsible for the quality of the products, delivery times, details published on the Platform with respect to the Products, Product specifications, their suitability for the User's needs, pricing, repairs, wear and tear, etc. directly or indirectly related to Products and/or to the Sellers.
- 7.3. IDT does not monitor the reliability and/or accuracy of the information displayed by the Sellers through the Platform.
- 7.4. The display and presentation of offers for the purchase of Products advertised on the Platform by any specific Seller do not constitute an advice and/or recommendation and/or

expression of opinion of any sort by IDT regarding their nature, feasibility, prestige, etc. and/or with respect to a specific Product and/or Seller.

7.5. Without derogating from anything stated herein, to the maximum extent permitted under applicable law, in any event, and in no circumstances, IDT and/or anyone acting on its behalf shall bear any liability or responsibility for any of the following:

7.5.1. Any expenses, losses or indirect damages, consequential or circumstantial damages (including financial loss, losses of profits, losses of business opportunities, reputation losses, impairment of value, etc.), suffered by a User or any third party in connection with the usage of the Platform and/or act or omission of IDT and/or anyone acting on its behalf with respect to the Platform;

7.5.2. Any malfunction and/or delay and/or disruption of the use of the Platform (including, without limitation, in any communication device, internet network and/or cellular networks) and any expense, loss or damage caused for any reason that is not dependent on IDT, including but not limited to, as a result of a court order and/or regulation and/or instruction of a government authority, material shutdown of the communications systems, earthquake, storm, shortage of materials and/or in the public services and/or in transport services, fire, flood, pandemic, explosion, accident, epidemic, strike, riot, breach of public order, war, terror and/or hatred acts and embargo shall not be deemed a violation of the Terms and shall not entitle the User to any remedy and/or right;

7.5.3. Any expense, loss or damage caused in connection to acts or omission of the User and/or of third parties, including, but limited to the communication service provider (including in connection with malfunctions and/or disruption, temporary or permanent, on the communication lines).

7.5.4. Any expense, loss or damage caused in connection with unauthorized access, attacks, hacking and infiltration of information (or attempt to perform any of the above) via a communication line or other communications network.

7.5.5. Any expense, loss or damage caused to the User as a result of updating and/or cancellation and/or removal of content from the Platform and/or shutting-downing it (or blocking the access to it) for reasonable periods of time and acceptable for maintenance and/or upgrade.

7.6. Without derogating from the aforesaid or any other provision under these Terms:

7.6.1. IDT may provide within the Platform links and references to various websites and pages on the internet operated by third parties where the User may, *inter alia*, receive or purchase various products and services (the "**Linked Sites**"). These Linked Sites may request the User to register, provide details, etc. It is agreed that IDT has no knowledge, control or responsibility for the occurrences on these Linked Sites. Submission of information and registration on these Linked Sites is not subject to these Terms or to the Privacy Policy of IDT, but to the privacy policy of those Linked

Sites and to the provisions of applicable laws. Using the Linked Sites, as well as any other action that the User will make in connection with them, is the responsibility of the User and the Linked Sites owners only and the User will not have any claim and/or demand in connection with the Linked Sites towards IDT and/or anyone acting on its behalf (including with respect to anything connected to the reliance and/or use of the content and/or information provided on these Linked Sites).

7.6.2. The continuous use of the Platform depends, among others, on the availability, intactness, and survivability of the internet network, and/or the mobile network, as is known, in some of the times and/or areas in the world is not fully supported and continuous. IDT and/or anyone acting on its behalf shall not be liable for any loss, expense or damage, including special, consequential or indirect damages caused in connection with the Platform's activity or inactivity, including (but not limited to) error, problem, technical failure or other failures to watch the information.

7.6.3. Networks, computers, servers, and websites are vulnerable to attacks and hacking attempts by various parties. IDT implements various security measures to protect the information included on the Platform, including such information provided by the User, however, the User acknowledges that IDT cannot fully guarantee the security of the Platform, which may suffer security breaches and illegal penetrations, and IDT does not guarantee that the Platform will be completely immune from unauthorized access to the information stored therein. By using the Platform, the User releases IDT and/or anyone acting on its behalf from anything with respect to the foregoing.

8. CONTACT DETAILS

For any questions or clarifications regarding any matter relating to the Platform and for cancelling a Transaction, please contact us at:

Mail: Danay@israelidiamond.co.il

Tel: [+972-544760800](tel:+972-544760800) [+972-37754601](tel:+972-37754601)

9. MISCELLANEOUS

9.1. IDT retains the right to add, change, subtract and replace at any time the provisions of these Terms, in completely or in part, at its sole and reasonable discretion, without prior consent of the Users. The binding version of these Terms shall be those appearing from time to time on the Platform. It is the User's responsibility for keeping himself up to date with any changes and updates to these Terms. The continuance use of the Platform by the User following changes to these Terms and their publication constitute evidence of the User's consent regarding the changes. IDT recommends that the User will review these Terms upon any use by him of this Platform in order to review any changes that have been occurred (if any) to these Terms.

9.2. All disputes, claims, and demand relating to the Platform including, but not limited to, the information and content contained therein, will be subject to the laws of the State of Israel. The exclusive jurisdiction for any matter relating to these Terms and the use of the Platform

shall be vested with the competent courts of Tel Aviv-Jaffa, Israel, and the parties expressly waive the authority of any other court in connection with the foregoing.

- 9.3. If any of the provisions of these Terms are determined by the court to be illegal and/or invalid, it shall not invalidate the remaining of the provisions of these Terms and/or the rest of the particular provision of which revoked and/or reduced by the court.
- 9.4. Any delay by IDT in the execution of any right vested by IDT or its failure to enforce its rights under these Terms or applicable law will not be deemed or considered as a waiver by IDT of such right.