

## THE JEWELRY JOURNAL

The following Terms & Conditions and any other rules posted on our Site (collectively the “T & C”) constitute an agreement between THE JEWELRY JOURNAL (“THEJ”, “we”, “our”, “us”) and you, the visitor, governing your access and use of all content and functionalities available at the THEJ website, related micro- sites accessed through the URL [www.thej-journal.com](http://www.thej-journal.com), related domain names, and any other website or micro-site of THEJ (collectively the “Site”).

By visiting the Site, you are accepting and consenting to the practices described in the T&C We may modify the T&C from time to time and your continued use of this Site (or any of our other Sites) following such change shall signify your agreement to be bound by the modified T&C.

Those persons wishing to use our services must read and agree to be bound by our policies relating to those services. In particular, we draw your attention to our policies relating to the terms of purchase and our Privacy Policy. If you are under 18, you must let your parent or guardian know about TheJ’s Privacy Policy you register to use this Site or any of this Site’s services.

Please read the T&C and check back often. If you do not agree to any change to the T&C, then you must immediately stop using the Site.

### **REGISTERING**

To use some of the services or features made available to you on this Site you will need to register. When you register you are required to provide information about yourself that is true, accurate, current, and complete in all respects. Should any of your registration information change, please notify us immediately at the following e-mail address [antonio@thej-journal.com](mailto:antonio@thej-journal.com). We may also change registration requirements from time to time.

The account password you provide should be unique and kept secure, and you must notify THEJ immediately of any breach of security or unauthorized use of your account. Although THEJ will not be liable for your losses caused by any unauthorized use of your account, you may be liable for THEJ’s losses or others due to such unauthorized use.

Please refer to our Privacy Policy for information about how we use your data.

### **ELIGIBILITY TO PURCHASE**

The purchase of merchandise through Petochi dba THE JEWELRY JOURNAL (“THEJ”) is strictly limited to parties who can lawfully enter into and form contracts on the Internet in accordance with the laws of the State of New York.

In order to make purchases on the Site you will be required to provide your personal details. In particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

The Site is available only to individuals and others who meet the THEJ terms of eligibility, who have been issued a valid credit/debit card by a bank acceptable to THEJ, and who have authorized THEJ to process a charge or charges on their credit/debit card in the amount of the total purchase price for the merchandise which they purchase. THEJ reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

By making an offer to purchase merchandise, you expressly authorized us to perform credit checks and, where THEJ feels necessary, to transmit or to obtain your credit card information or credit report

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information (including any updated information) to or from third parties solely to authenticate your identity, to validate your credit/debit card, to obtain an initial credit card authorization and/or to authorize individual purchase transactions.

Additionally, you agree that we may use Personal Information provided by you in order to conduct appropriate anti-fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

Please refer to our Privacy Policy for further information about how we use your data.

### **ORDERS**

All orders are subject to acceptance and availability, and items in your shopping basket are not reserved and may be purchased by other customers.

THEJ offers products for sale that are in stock and available for dispatch from third party distribution center[s]. Consequently you may from time to time be given the possibility of making an Advance Payment for certain items in which case you are able to make an Advance Purchase. This will ensure that you receive this item in priority once designer stock has been delivered to THEJ third party warehouse. THEJ will only take Advance Purchase orders for stock that has been scheduled for delivery by a designer supplier. Your rights regarding Advance Purchase are the same as those for any other purchase at THEJ. Alternatively, you may simply choose to register your email address with our Concierge for notification of arrival of the selected merchandise not held in stock.

Items received into stock may be pre-allocated to satisfy Advance Payment orders and customers making Advance Payments will receive items in priority to customers on the Waiting List or customers ordering through the Site for immediate delivery. Please be aware that we may be unable to deliver selected Advance Payment merchandise due to production problems or quality check issues identified when we receive an order into stock. In these circumstances we will notify you by email and refund the Advance Payment to your credit/debit card within thirty days of being advised that merchandise has become unavailable.

If you have emailed the Concierge for notification of the arrival of a specific product featured on our Site, we will attempt to notify you by email within 48 hours of the product becoming available on the Site. Please note that on occasion certain products that are in particularly high demand will sell out during this period.

THEJ will store a record of your transactions for a minimum of one year.

### **PRICING POLICY**

Prices shown on the Site are in US Dollars and are exclusive of taxes. If you are shipping within the USA, sales tax will only be charged on orders shipped to New York State. No other tax or import duty will be applied to orders shipped within the USA.

All prices and offers remain valid as advertised from time to time. The US Dollar price of a product displayed on the Site at the time the order is accepted will be honored, except in cases of patent error.

Product prices are set at the beginning of each season using existing currency exchange rates. These prices are subject to change if the applicable currency exchange rate changes before your order is accepted or the items are subject to markdowns at any time during selling period.

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If you are a customer whose credit/debit card is not denominated in US Dollars, the final price will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction.

### **SALE PRICE ADJUSTMENT POLICY**

We are unable to offer price adjustment on items originally purchased in a sale or on any special promotion items that are temporarily reduced in price. Once an item has been purchased at a discounted sale price, no price adjustment will be offered should the item be further marked-down.

### **ACCEPTANCE OF YOUR ORDER**

Once you have made your choice and your order has been placed, you will receive an email acknowledging the details of your order. This email is NOT an acceptance of your order, just a confirmation that we have received it.

Unless you cancel your order, acceptance of your order will be perfected upon completion of the packing of your order. Completion of the contract between you and THEJ will be perfected when we dispatch the goods to you at which time you will receive a second email containing you tracking number, and confirming that your order has been dispatched. The sale contract is therefore concluded in the State of New York, USA, and the language of the contract is English.

We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set-out within the TOS.

Furthermore, we may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any merchandise from the Site whether or not that merchandise has been sold, removing, screening or editing any materials or content on the Site, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

### **PAYMENT**

Payment can be made by Visa, MasterCard, American Express, Visa Debit, and any other methods, which may be clearly advertised on the site from time to time. Payment will be debited and cleared from your account upon checkout by THEJ. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorized by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorization by the card issuer.

If the issuer of your credit/debit card refuses to authorize payment to THEJ, we will not be liable for any delay or non-delivery. Occasionally, high demand causes us to run out of certain items. If we don't have an item that you have ordered in stock, we'll notify you by email immediately.

Sometimes, an item is out of stock and not expected to come back in stock, so we must cancel the item. In this case, if you paid with a credit/debit card, we will not charge you for the item or any taxes, shipping or handling charges.

We take reasonable care to make our Site secure. All credit/debit card transactions on this site are processed using stripe.com, a secure online payment gateway that encrypts your card details in a secure host environment. If you are a registered THEJ user, we will securely store your credit/debit card details on our systems. These details will be fully encrypted and only used to process card transactions, which you have initiated.

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Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Site.

### **PROMOTION CODES**

Promotion codes are non-transferable and there is no cash alternative. Furthermore, they cannot be used in conjunction with any other promotion code or offers, and must be redeemed by the date published, if provided.

### **INSURANCE AND DELIVERY**

THEJ insures each purchase during the time it is in transit until it is delivered to your specified delivery address. We require a signature for any goods delivered, at which point responsibility for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example as a gift) then you accept that evidence of a signature by them (or at that delivery address) is evidence of delivery and fulfillment by THEJ, and transfer of responsibility in the same way.

Please note that we aim to dispatch all orders within 24 hours, or 48 hours during sale periods. Estimated delivery times are to be used as a guide only and commence from the date of dispatch, THEJ are not responsible for any delays caused by carriers.

### **RETURNS AND EXCHANGES**

THEJ accepts returns within 5 days of receiving goods. Returns only accepted of unworn items. All items

Shipping charges are non-refundable.

Final Sale Items may not be returned. All items on sale are final sale.

### **EXCHANGES**

Please note you can only exchange items for a different size, based on stock availability. If you wish to exchange your item for an alternative product, we suggest that you return it for a store credit and purchase the new item separately.

### **FAULTY GOODS**

Goods are faulty if they are received damaged or where a manufacturing fault occurs within six months of purchase. Items that are damaged as a result of normal wear and tear are not considered to be faulty.

If you would like to exchange a faulty item instead of obtaining a refund, please be aware that we can only replace it for the same product in the same size, subject to availability. Where possible, we will offer to repair faulty items. If it cannot be repaired or the same product is not available, you are entitled to a full refund.

### **COLORS**

We have made every effort to display as accurately as possible the colors of our products that appear on the Site. We cannot guarantee that your computer monitor's display of any color will be accurate.

### **INTELLECTUAL PROPERTY RIGHTS**

You acknowledge and agree that all copyright, designs, the "look and feel" of the Site, trademarks and all other intellectual property and material rights relating to the Content as herein described, including THEJ HTML and other code contained in this Site, shall remain at all times vested in THEJ and/or are the property of their respective owners. All such Content, including third party trademarks, designs and related

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In addition to the Intellectual property rights mentioned above, "Content" is defined as all information such as the "look and feel" of the Site, data files, graphics, text, photographs, drawings, logos, images, sounds, music, video or audio files on this Site. THEJ tries to ensure that the information on this site is accurate and complete. THEJ does not warrant or represent that THEJ's Content is accurate, error-free or reliable or that your use of THEJ's Content will not infringe rights of third parties. Your use of the Web Site is at your risk. THEJ does not warrant that the functional aspects of the Web Site or THEJ's Content will be error free or that this Web Site, THEJ Content or the server that makes it available are free of viruses or other harmful components. If your use of this Site, or THEJ's Content results in the need for servicing or replacing property, material, equipment or data, THEJ is not responsible for those costs. Without limiting the foregoing, everything on the Web Site is provided to you "as is" and "as available" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, reasonable care and skill, or non-infringement. THEJ and its suppliers make no warranties about THEJ Content, software text, downloads, graphics, and links, or about results to be obtained from using the Site. You bear the entire risk of the completeness, accuracy or usefulness of any Content found on this Site. THEJ reserves the right to withdraw, temporarily or permanently, any Content from this Site at any time and for any reason. Removal may be immediate and without notice. You confirm that THEJ is not liable to you or any third party for any such withdrawal.

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### **NO COMMERCIAL USE**

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### **YOUR ACTIVITY**

You use this Site at your sole risk. You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on this Site. We reserve the right to deny you access to this Site, or any part of this Site, at any time without notice. If we determine, in our sole discretion, that you engaged in prohibited activities, were not respectful of other users, or otherwise violated the TOS, we may deny you access to this Site on a temporary or permanent basis and any decision to do so is final.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Site.

You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to any submissions made by them.

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## **THIRD PARTY**

We may include hyperlinks on this Site to other websites or resources operated by parties other than THEJ, including advertisers. THEJ has not reviewed all of the sites linked to its Web Site and is not responsible for the content or accuracy of any off-site pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

## **GENERAL**

While THEJ will use reasonable endeavors to verify the accuracy of any information it places on the Site, it makes no warranties, whether express or implied in relation to its accuracy. This Site is provided on an “as is” and “as available” basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to this Site, or any transaction that may be conducted on or through this Site including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that this Site will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials. We will not be responsible or liable to you for any loss of Content or material uploaded or transmitted through this Site.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the products available through this Site including but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose. Nothing in these TOS shall limit your rights as a consumer under the laws of the State of New York.

You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of this Site and any information provided to or taken from this Site by you.

You agree that, except for death and personal injury arising from our negligence, We will not be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise out of or in connection with this contract, for any economic losses (including without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special or indirect or consequential losses in any case whether or not such losses were incurred by that party arising out of or in connection with the provisions of any matter under the TOS.

## **INDEMNIFICATION**

At our request, you agree fully to defend, indemnify and hold harmless THEJ immediately on demand, its officers, directors, agents, affiliates, licensors, and suppliers, from and against all liabilities, claims, expenses, damages and losses, including legal fees, arising from any breach of the TOS by you or any other liabilities arising out of your use of this Site, or the use by any other persons accessing this Site using your Internet account. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder. This defense and indemnification obligation will survive these TOS and your use of the Site and the Services.

## **DIGITAL MILLENNIUM COPYRIGHT ACT**

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing:

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

Please contact our Copyright Agent as follows:

THE JEWELRY JOURNAL  
100 Crosby Street – Suite 507  
New York, NY 10012

### **GENERAL LEGAL TERMS**

(a) Complete Terms: The TOS constitute the whole legal agreement between you and THEJ and govern your use of the Services and completely replace any prior agreements between you and THEJ in relation to the Services. Notwithstanding the foregoing, you understand that THEJ may make changes to the TOS from time to time. When these changes are made, THEJ will make a new copy of the TOS available at <http://www.thej-journal.com>. You agree that THEJ is under no obligation to provide you with notices regarding changes to the TOS. You understand that it is your responsibility to check the TOS regularly for changes.

(b) Modifications to the Services: THEJ is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which THEJ provides may change from time to time without prior notice to you. You further acknowledge and agree that THEJ may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at THEJ's sole discretion, without prior notice to you.

(c) Confidentiality: You understand that THEJ grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. THEJ reserves the right to revoke these exceptions either generally or in specific cases.

(d) Liability in the Event of Breach: You agree that you will comply with all of the provisions of the TOS. You understand that you are solely responsible for (and that THEJ has no responsibility to you or to any third party for) any breach of your obligations under the TOS and for the consequences (including any loss or damage which THEJ may suffer) of any such breach.

(e) Rights Not Waived: You agree that if THEJ does not exercise or enforce any legal right or remedy which is contained in the TOS (or which THEJ has the benefit of under any applicable law), this will not be taken to be a formal waiver of THEJ's rights and that those rights or remedies will still be available to THEJ.

(f) Severability: If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these TOS is invalid, then that provision will be removed from the TOS without affecting the rest of the TOS. The remaining provisions of the TOS will continue to be valid and enforceable.

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(g) Governing Law: The TOS, and your relationship with THEJ under the TOS, shall be governed by the laws of the State of New York. You and THEJ agree to submit to the exclusive jurisdiction of the State and Federal courts in New York City, New York, and waive any claim or defense of inconvenient forum or lack of personal jurisdiction in such forum under any applicable law or decision or otherwise.

(h) Violation of TOS: Please report any violations of the TOS by emailing [Antonio@thej-journal.com](mailto:Antonio@thej-journal.com).

(i) Independent Relationship: You and THEJ are independent contractors, and these TOS, including but not limited to submission or distribution of any Content you created, will not, in whole or in part, establish any relationship of partnership, joint venture, employment, franchise or agency between the you and THEJ. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Neither party is authorized to act as an agent or representative of the other or for or on behalf of the other party in any capacity other than as expressly set forth in the TOS. Neither party shall in any manner advertise, represent or hold itself (or any of its agents) out as so acting or being authorized so to act, or incur any liabilities or obligations on behalf of, or in the name of, the other party, unless specifically provided for in the TOS.