

Website Terms and Conditions of Sale and Use

- 1. Use of this Website.** This Website (the "Site") is owned by Palladora International Inc. ("Palladora", "us", "our" or "we"). Please read carefully. Each time you, the individual using this Site, use this Site or complete a transaction with or through it, you unconditionally and irrevocably accept these Terms and Conditions of Sale and Use (the "Terms") or those then available at the time of such use or transaction. If you do not agree with any of the Terms, do not use this site or complete a transaction with or through it. Palladora reserves the right to update or modify the Terms at any time without prior notice. We encourage you to review the Terms each time you visit this Site.
- 2. Privacy Policy.** Our Privacy Policy also governs your use of this Site. In the event of a conflict between the Terms and the Privacy Policy, the provisions of the Privacy Policy shall govern.
- 3. License.** When you use the Site, Palladora grants you a limited revocable license to use the Site solely on your own behalf or on behalf of your organization or corporation for personal, non-commercial use and solely in compliance with the Terms. Regardless of any downloading, caching, copying or other duplication of the material or information contained in this Site by you, no right, title or interest whatsoever is transferred to you. You may not use any such material or information in any commercial manner whatsoever, including without limitation, reselling the Site or any portion thereof or the services offered by Palladora, making any derivative work of the Site, collecting or using e-mail addresses or other information, ratings or listings, or extracting or mining any data whatsoever. You may use this Site for legitimate informational and shopping purposes only. You may not harm the Site in any way or otherwise use the Site in any improper manner, including, but not limited to hacking into the Site's systems, spoofing or faking e-mail headers or slowing or stopping the functionality of the Site.
- 4. Registration and Password:** If you register and/or purchase product through this Site, you agree to provide true, accurate, current and complete information about yourself as prompted by the registration form. If you provide any information that is untrue, inaccurate, not current or incomplete, or Palladora suspects, for any reason, that such information is untrue, inaccurate, not current or incomplete, Palladora, in its sole discretion, may suspend or terminate your account and refuse any and all current or future use of the Site by you. You will create a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Palladora of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Palladora will not be liable for any loss or damage arising from your failure to comply with this paragraph.

5. Links to Other Sites. References on this Site to any name, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply an endorsement, sponsorship or recommendation by Palladora regarding the third party information, product or service. These sites are maintained by third parties over whom Palladora exercises no control. Palladora makes no representation or warranty regarding the content of such sites and Palladora expressly disclaims any responsibility for the content, the accuracy of the information, and/or the quality of products or services provided by or advertised on these third-party web sites. If you decide to link to any such third party site, you do so at your own exclusive risk.

6. Use of Your Transmissions and Postings. All information, ideas, suggestions or other communications you transmit to Palladora and all comments you post on the Site shall be on a non-confidential basis. By transmitting any suggestions, information, material, or other content (collectively, "User Content") to Palladora, You automatically grant Palladora the royalty-free, perpetual, transferable, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content. Further, Palladora is free to use any ideas, concepts, know-how, techniques, and suggestions contained in any communications you send to this Site without compensation to you and for any purpose whatsoever, including but not limited to creating, manufacturing, and marketing products and/or services using such information.

7. Your Representations & Indemnification Obligation. You expressly represent and warrant to Palladora that you will use this Site, and any products purchased from Palladora, in accordance with all applicable local, state, provincial, federal, national and international laws, and in accordance with the Terms. You agree to defend, indemnify, and hold harmless Palladora, subsidiaries, and affiliates, and all of their respective employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, assigns, agents, licensors, and third party providers to the Site from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable lawyers' fees and litigation expenses), relating to or arising from (a) your use of the Site and any transaction completed by you with or through the Site; or (b) any breach by you of the Terms. To the fullest extent permissible by law, you hereby waive and release Palladora from all rights of contribution or indemnity to which you otherwise may be entitled. Palladora reserves the right to assume, at its sole expense, the exclusive defence and control of any matter subject to indemnification by you, in which event you agree to fully cooperate with Palladora in asserting any available defences.

8. DISCLAIMER OF WARRANTIES AND CONDITIONS. THIS SITE IS PROVIDED ON AN "AS IS" BASIS. USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. Palladora EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, MERCHANDISE, OR PRODUCTS INCLUDED IN, DISPLAYED ON OR PURCHASED FROM THIS SITE, EXCEPT AS SET FORTH BELOW. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, Palladora DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SOME JURISDICTIONS MAY NOT PERMIT THE AFOREMENTIONED EXCLUSIONS AND SO THE FOREGOING MAY NOT APPLY TO YOU.

9. Return: If, for any reason, you are not completely satisfied with any product purchased with or through this Site because of a manufacturing defect, simply return it to Palladora within 30 days of purchase. Upon inspection **Palladora** reserves the right to repair, replace or refund the full cost of the item **excluding** shipping, insurance and handling charges, less any replacement fee for non-returned Laboratory Diamond/Gemstone certificates, if applicable. The item must be in its original packaging and returned in accordance with our Return Policy. All shipping charges must be prepaid by you and you must insure the shipment or accept the risk of loss or damage during shipment. All warranty materials and the original receipt must be included with any returned purchases. We will not accept any returned item which has been worn or altered in any way.

10. Colours and Pricing: Palladora makes no representations or warranties regarding the accuracy of the colours products displayed on this Site. While Palladora strives to provide accurate product and pricing information, pricing or typographical errors may occur. Palladora cannot confirm the price of an item until after you complete your order. If an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, Palladora shall have the right, in its sole discretion to refuse or cancel any order placed for that item. If an item is mispriced, Palladora may, at its discretion, either contact you with instructions or cancel your order and notify you of such cancellation. Prices and availability are subject to change without notice.

11. Acceptance: Please note that there may be certain orders that Palladora is unable to accept and must cancel. Palladora reserves the right, at its sole discretion, to refuse or cancel any order for any reason, at any time. Cancellation of your order may result from limits on quantities available for purchase, inaccuracies or error in product origin information, or problems identified as part of credit and fraud avoidance. Palladora also may require additional verification or information before accepting any order. Palladora will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card has

been charged, Palladora will issue a credit to your credit card in the amount of the charge. The receipt of an e-mail order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. Palladora reserves the right, without prior notification, to refuse service to any customer.

12. Payment Terms. Terms of payment shall be determined from time to time at Palladora's sole discretion. Payment shall be made by credit card unless some other pre-arranged method of payment has been accepted by Palladora. Any payments made by credit card are subject to the approval of the financial institution that has issued the credit card.

13. Currency. Unless otherwise specified, all sums are in Canadian funds.

14. Quantity Limits and Dealer Sales: Palladora reserves the right to limit the quantity of items purchased per person, per household, and/or per order. These restrictions may be applicable to orders placed by the same credit card and also to orders that use the same billing and/or shipping address. Palladora will provide notification to you and any other applicable customer's e-mail and/or billing address should such limits be applied. Palladora also reserves the right to prohibit sales to dealers.

15. Shipment of Orders: All items are shipped FOB. That means that you are responsible for the item once it has been delivered to our carrier. However, as part of the shipment fees charged to you as part of your order, every shipment is fully insured with the carrier. Items ordered through Palladora are shipped Federal Express or restricted registered mail. A street address is required for delivery and due to the nature of the goods, Palladora will require a signature for receipt of any delivery regardless of any waiver you may have with the carrier. Processing time for in stock items is approximately 3 business days. Delivery times do not include processing time.

16. Taxes: Palladora operates in Canada. You will be exclusively responsible for the payment of all taxes which may be applicable, including any state, provincial, federal or national taxes such as sales tax, goods and services tax, excise tax, customs duties and tariffs. Where we are required by law to charge a tax on an item, such tax will be clearly displayed on your order at order completion time.

17. LIMITATION OF LIABILITY: NEITHER Palladora NOR ITS PARENT, SUBSIDIARIES, OR AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, EMPLOYEES, PROPRIETORS, PARTNERS, REPRESENTATIVES, SHAREHOLDERS, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS, OR ASSIGNS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM ANY USE OF THE SITE, THE INABILITY TO USE THIS SITE, THE INFORMATION CONTAINED ON THE SITE PRODUCTS AVAILABLE OR PURCHASED THROUGH THE SITE, OR TRANSACTIONS CONDUCTED WITH OR THROUGH THE SITE, EVEN IF Palladora HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF Palladora OR ITS AFFILIATES ARISING DIRECTLY OR INDIRECTLY FROM THIS SITE OR ANY PRODUCTS AVAILABLE OR PURCHASED THROUGH THE SITE EXCEED THE LESSER OF THE AMOUNT PAID BY YOU TO Palladora FOR ANY SINGLE RELEVANT PRODUCT AT ISSUE AND ONE THOUSAND CANADIAN DOLLARS (\$1,000.00). YOU HEREBY ACKNOWLEDGE THAT ALL OF THE PROVISIONS OF THIS SECTION WILL APPLY TO ALL USE OF THE SITE, THE INFORMATION CONTAINED ON THE SITE PRODUCTS AVAILABLE OR PURCHASED THROUGH THE SITE AND TRANSACTIONS CONDUCTED AT THE SITE.

18. Intellectual Property Rights. All materials contained in the Site, including without limitation all images, text, illustrations, designs, icons, photographs, programs, and written and other materials that are distributed with this Site and all the products available on the Site, are the intellectual property owned, controlled or licensed by Palladora, its affiliates or are owned by third parties and appear in the Site with the permission of their respective owners. Accordingly, such materials are protected by law, including but not limited to Canadian copyright, patent, trade secret, trade dress and trademark law, as well as other provincial, state, national, and international laws and regulations. If you are purchasing jewellery to be custom designed by Palladora, you specifically acknowledge that any and all intellectual property rights, including any moral rights, in or related to such custom design is the exclusive property of Palladora and, to the fullest extent permissible by law, you hereby irrevocably assign and transfer any such rights which may vest in you to Palladora. If you are purchasing custom jewellery from Palladora, you specifically acknowledge that such custom jewellery is designed by us or our partners or affiliates. Unless otherwise expressly agreed in advance in writing, you acknowledge that any and all rights, including but not limited to any copyright, pertaining to or arising from the design, manufacture, reproduction, distribution or any notes, sketches, drawings or descriptions provided by you to Palladora relating to such custom jewellery will belong exclusively to us, our partners or affiliates and not to you. You waive all moral rights whatsoever related to such custom jewellery. Palladora and its affiliates and licensors expressly reserve all intellectual property rights in all designs, text, programs, products, processes, technology, content, and other materials that appear on this Site or as relate to any product displayed or sold herein. Except as otherwise expressly provided in the Terms, access by you to this Site does not confer any license under any of Palladora's or any third party's intellectual property rights. The compilation (meaning the collection, arrangement and assembly) of all content on this Site is the exclusive property of Palladora and is also protected by Canadian and international copyright law. You agree not to copy, modify, adapt, reproduce (except as noted above), publish, translate, distribute, transmit, display, reverse engineer, decompile, create derivative works from, sell or participate in the sale

of, disassemble or in any way exploit any aspect of the Site. Please be aware that Palladora actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

19. Communications on Internet: Events Beyond Palladora's' Control. Use of the Internet is solely at your own risk and is subject to all applicable local, state, provincial, federal, national, and international laws and regulations. While Palladora has endeavoured to create a secure and reliable Site, Palladora and its affiliates are not responsible for the security of information transmitted via the Internet, the accuracy of the information contained in the Site, or the consequences of any reliance by you on such information. You must make your own determination as to these matters. Palladora cannot guarantee that you will be able to access the Site at all times or that the Site will be secure, uninterrupted, or error-free, nor can Palladora provide assurances that transactions will be completed properly. Palladora is not responsible for failure to execute a purchase or technical problems that may hinder the efficacy of a purchase (including e-mail, transmission times or other delays). Palladora and its affiliates shall not be liable for damages as a result of any delay or other failure of performance due to causes beyond their reasonable control including, without limitation, acts of God, acts by you or by any of your representatives or by any third parties, acts of military or civil authorities, fire or other casualty, strikes, lockouts, weather, epidemic, war, riot, terrorism, telecommunications interruptions or computer viruses.

20. Security of Site. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation: (a) accessing data not intended for your use or logging onto a server or an account that you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, by submitting a virus to the Site, overloading, "phishing", "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited e-mail, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Actual or attempted unauthorized use of the Site or violations of system or network security may result in criminal and/or civil prosecution. For your protection, Palladora reserves the right to view, monitor, and record activity on the Site without notice and without permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site. In addition, Palladora will comply with all court orders involving requests for such information. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You also agree not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without

limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from Palladora on this Site or from generally available third party web browsers.

21. Governing Law. This Site, any use of it and any transaction completed on or through it shall, to the fullest extent permitted by law, be governed laws of the Province of Ontario and the applicable federal laws of Canada, without regard to conflict of laws, or to your physical location or that of our servers. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

22. Dispute Resolution. Subject to the consumer protection laws in your local jurisdiction (which may invalidate the following), to the fullest extent permitted by law, any dispute, controversy or claim arising from this Site, your use of it or any transaction conducted on or through it (whether contractual or extra-contractual, in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) shall be referred to and finally resolved by binding arbitration, to the exclusion of courts of law, in the City of Toronto, Ontario, Canada in accordance with the Arbitration Act, 1991, as amended from time to time. For greater certainty, no recourse may be made by either party to any court or tribunal, whether state, federal or provincial, in respect of any matter whatsoever relating to the Terms, any arbitration commenced to resolve a claim and any arbitration award made pursuant to these provisions, except as expressly permitted by law. Any award rendered pursuant to the arbitration shall be final and binding on each of the parties and no appeal shall lie from such award. Such award may be rendered enforceable and executory by any court having jurisdiction over the person or the property of the person against whom enforcement of the award is sought. If applicable law in your jurisdiction entitles you to recourse through a court, to the extent permitted by law, you expressly waive any right to a trial by jury. NO ACTION OR CLAIM MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS. THE PARTIES EXPRESSLY AGREE THAT ANY SUCH CLAIM OR ACTION THAT IS ARBITRATED PURSUANT TO THESE TERMS SHALL NOT BE CONSOLIDATED WITH ANY OTHER ARBITRAL PROCEEDING FOR ANY REASON. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE BARRED BY THESE TERMS AND MAY NOT AWARD EXEMPLARY OR PUNITIVE DAMAGES OR LAWYERS' OR ATTORNEYS' FEES. YOU AND Palladora WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THESE TERMS.

23. Notices. Any notices shall be given by e-mail to info@Palladora.com (in the case of Palladora) or to the e-mail address that you provide to Palladora or such other address as either party shall specify. Notice shall be deemed given 24 hours after the e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, Palladora may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Palladora during the registration process. In addition, you may give Palladora notice by certified mail, postage prepaid and return

receipt requested, to P.I.I., 95 West Beaver Creek Road, Suite 20, Richmond Hill, Ontario, L4B 1H2 CANADA: In case of notice via certified mail, notice shall be deemed given three (3) days after the date of mailing.

24. Construction. The section headings used herein are for convenience of reference only and do not form a part of the Terms, and no construction or inference shall be derived there from. The Terms will not be construed for or against either party based on the draftsmanship thereof. No other provisions or changes are binding upon Palladora unless reduced to writing and signed by an authorized Palladora representative. If any provision of the Terms or any application thereof is held to be invalid or unenforceable for any reason, that provision shall be deemed severable and the remainder of the Terms and the application of that provision in other situations shall not be affected.

25. Termination and Survival. Palladora reserves the right to terminate your access to the Site at any time, with or without notice. Where the context implies and, without limiting the generality of foregoing, the licence to use, the restrictions regarding copied or downloaded material, the disclaimers, the limitations of liability, the governance provisions, and the dispute resolution provisions shall survive any termination or expiry of the Terms.

26. Use by Minors. This website is directed for use by adults. Those under the age of 13 should not use this website. In addition, if you are under the age of majority in the jurisdiction in which you reside, your parent or guardian should use this website on your behalf and you should not use the website on your own or provide any personal information to Palladora. Palladora does not knowingly collect information from children under the age of 13.

27. English Language. You expressly agree that these terms and all ancillary documents be drafted solely in English; Vous consentez expressément à ce que ces conditions d'utilisation et tous les documents y afférents soient rédigés en anglais seulement.

28. Miscellaneous: The Terms constitute the entire agreement between you and Palladora relating to the subject matter addressed herein. If any portion of the Terms is adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect. The Terms may be modified by Palladora at any time with or without prior notice, by posting such changes at the Site. Modifications required by law or designated by Palladora will become effective immediately. Any continued use of or new visit to the Site following notice of any such modification will be conclusively deemed to be your unconditional acceptance of the revised Terms. If any such revision is unacceptable to you, discontinue use of the Site immediately. A printed version of the Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based on or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Palladora to act with respect to a breach of the Terms by you or others does not

constitute a waiver and shall not limit Palladora's' rights with respect to such breach or any subsequent breaches.