

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

These terms and conditions (“**T&Cs**”) tell you the rules for using our website www.evaluator.online (“**Website**”).

Who we are and how to contact us

www.evaluator.online is a site operated by eValuer DMCC (“**We**” or “**eValuer**”). We are registered in Dubai Multi Commodities Centre (“**DMCC**”), United Arab Emirates (“**UAE**”) and our registered office is at Unit 224 DMCC Business Centre, Level No. 1, Jewellery & Gemplex 3, Dubai, UAE.

We provide and operate an independent rough diamond valuation and price list platform, that deploys our purpose-built algorithm, taking sales prices from multiple sources and processing them into our proprietary ‘price books’, and indexes (with monthly updates) (“**Resources**”).

If you would like to contact us, please email info@evaluer.online or complete a contact form via the “Contact” link on our Website.

Accessing the Resources on our Website

You can access the Resources on our Website by:

- purchasing a subscription online by registering and paying through this link [**COMING SOON**];
- purchasing a subscription offline by contacting us at info@evaluer.online and completing the offline agreement, registration, and payment process; or
- availing a discretionary trial access to our Website by contacting us on the above details,

after which you will be provided with a set of Login Credentials (defined below) to start using the Resources on our Website. If you have been granted a trial access to our Resources, your Login Credentials shall be temporary and revocable at any time by eValuer.

If you purchase access to use the Resources on our Website (“**Subscription**”) you will become a “**Subscriber**”. The right to access Resources on our Website is for the Subscriber and its Authorised Users included in the Subscription taken, exclusively, and cannot be transferred to, or used by, any other person or entity.

By using our Website you accept these T&Cs

These T&Cs describe the legally binding terms and conditions that govern your use of the Website and govern your Subscription, if applicable. By using the Website, and each time you use, and/or login to, the Website, you are accepting and agreeing to be bound by these T&Cs on your own behalf or, as applicable, on behalf of the party or parties on whose behalf you are using the Website. These T&Cs apply whether you are a Subscriber or a visitor to our Website.

You should be at least 18 years of age to purchase a Subscription and/or access the Resources on our Website. By using, or logging into, the Website, you represent that you have the authority and capacity to enter into these T&Cs. If you disagree with any terms of these T&Cs, do not log into and/or use the Website.

There are other terms that may apply to you

If you purchase a Subscription via offline means, you may be provided with a set of terms that vary from these T&Cs. In the event of a conflict between the provisions of these T&Cs and any other terms provided to you these T&Cs shall take precedence.

The following additional terms may also apply to you when using our Website:

- **Privacy Policy.**
- **Acceptable Use Policy** [COMING SOON], which sets out the permitted uses and prohibited uses of our Website. When using our Website, you must comply with this Acceptable Use Policy.
- **Cookie Policy** [COMING SOON], which sets out information about the cookies on our Website.
- **Third-party terms** - where our Website contains links to other sites (such as advertisements) or any other resources provided by third parties, these T&Cs do not apply to such sites, and we cannot be held responsible for their content or safety. Those sites may have other terms and conditions applicable to your use of them, and it is your responsibility to be aware of them. If you are unsure about whether you agree to be bound by third-party terms and conditions, do not click the links to such sites from our home and login pages.

We may make changes to these T&Cs

We may amend these T&Cs from time to time and the amendments shall apply at the time of publication on the Website. We will try to notify you of changes when they happen, however, please check these T&Cs when you login to ensure you understand the terms that apply at that time. These T&Cs were most recently updated on 20.2.2024.

We may make changes to our Website

The contents of our Resources are regularly updated. In addition, we periodically test various aspects of our Website, including the user interfaces, links, and Resources to ensure we are delivering the best content to you. As a result, you will see updates and changes to our Website from time to time. These changes may include (but are not limited to) changes to:

- the number and types of Subscriptions we offer and/or make available*;
- the Resources we make available, and the Subscriptions they are available through;
- the methods you can use to obtain a Subscription;
- our available payment methods;
- the third-party websites we link to;
- the Resources (e.g. updates to the pricing data) and other content of the Website to reflect our users' needs and our business requirements.

We will try to give you notice of any major changes or updates, but you should review these T&Cs periodically to check for changes.

*We may change the price of our Subscriptions from time to time. If you do not wish to accept the price change or other changes to your Subscription you can cancel your Subscription (see below section *how to cancel your Subscription*) before the change(s) takes effect.

We may suspend or withdraw our Website, or it may be subject to interruptions

We cannot guarantee that our Website, or any content on it, will always be available or be uninterrupted, as circumstances may arise that are out of our control. Additionally, we cannot guarantee that access to our Website will be available from every jurisdiction or geographical location that you try to access it from.

As mentioned above (*We may make changes to our Website*) the Website, including the content of our Resources, is regularly updated and we periodically test various aspects of our Website to ensure we are delivering the best content to you. This may cause interruption to your access. At times, we may also need to suspend, withdraw, or restrict the availability of all or any part of our Website for other business and/or operational reasons. We will try to give you reasonable notice of any such situations if they will be for prolonged periods.

You are responsible for ensuring that all persons who access our Website through your internet connection are aware of these T&Cs and other applicable terms and conditions, and that they comply with them.

You must keep your account details and Login Credentials safe

To access the Resources on our Website, you will need a user identification (username) and password (you may also need other pieces of information as part of our security procedures, which may change from time to time) ("**Login Credentials**"). You may obtain your Login Credentials by purchasing a Subscription (online or offline) or availing a temporary set of Login Credentials for a trial of our Website.

Each Authorised User (defined below) under a Subscription will receive their own Login Credentials, and these must be treated as confidential information. You must not disclose your Login Credentials to any third party or share them with others in your organisation or personal circle, unless otherwise exceptionally permitted by your Subscription.

We have the right to disable any user's Login Credentials, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these T&Cs.

If you know, or suspect, that anyone other than you knows your Login Credentials, you must promptly notify us at info@evaluer.online.

Only the Subscriber and Authorised Users may access and use the Resources

When you purchase your Subscription, you must indicate the number of users you wish to have access to the Resources and each disclosed user will be given their own Login Credentials ("**Authorised User**").

The Subscriber is responsible for monitoring the number of users that access and use the Resources under the Subscription and is solely responsible for any unauthorised access. We may audit this at any time. If any audit reveals that any Authorised User's Login Credentials have been provided to or shared with any other individual in breach of the T&Cs, then without prejudice to eValuer's other rights, you will be required to pay to eValuer an amount equal to such underpayment as calculated in accordance with the price per Authorised User agreed in the Subscription Fees.

If you need additional users adding to your Subscription, you can email us and request to add additional Authorised Users to the Subscription by paying the applicable fees for each additional Authorised User.

Upon payment for the additional Authorised Users, eValuer shall grant access to the Resources to the additional Authorised Users.

eValuer reserves the right, without liability or prejudice to its other rights to the Subscriber, to disable the Subscriber's, or any Authorised User's, Login Credentials, and access to the Resources if it suspects, or becomes aware of, a breach of this section.

Our trademarks are registered.

"eValuer" is a registered trademark of eValuer, protected as a word and logo mark in the UAE ("**eValuer Mark**"). You are not permitted to use the eValuer Mark without our approval, unless it is part of material you are using as permitted under the section below titled "*How you may use Resources on our Website*".

How you may use Resources on our Website

By using our Website, you agree to use all features and functionalities in accordance with all applicable laws, rules and regulations, or other restrictions on the use of the Resources or other content therein.

We are the owner or the licensee of all intellectual property rights in our Resources and our Website, and in any other material published on it. Those works are protected by copyright laws and treaties around the world. All intellectual property rights are reserved.

When you purchase a Subscription to use our Resources, eValuer grants you a non-transferable, non-exclusive, revocable, and limited licence to access the Resources on our Website solely for your own informational/reference use and for the intended purpose of the Website for the period which you maintain an active Subscription. Except for the rights of the preceding sentence, no right, title or interest will be transferred to you.

Whilst you may use the information and data you derive from using our Resources and Website for your own personal or commercial decision-making, you must not use any part of the content on our Website for your own income-generating commercial purposes (e.g. by repackaging and reselling the data you obtain from our Website) without obtaining a licence to do so from us or our licensors.

Subject to the preceding paragraph, you *may* print off a copy, and may download extracts, of the Resources from our Website for your own (non-commercially exploitative or competitive use), and you may share such copies with others in your organisation provided you remain responsible for their actions in relation to the treatment of such copies. All copyright and other proprietary notices on the Website must be retained on all copies. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. If you print off, copy, download, share, misappropriate, or repost any part of our Resources or Website in breach of these T&Cs, your right to access our Website will cease immediately, your Subscription will be terminated, and you must, at our option, return or destroy any copies of the materials you have made.

For the avoidance of doubt, the rights approved to you in these T&Cs are subject to the following restrictions:

- you shall not reproduce, distribute, publish, licence, offer for sale, assign, host, or otherwise commercially exploit the Resources (or any derivative works created from them) or any part of our Website, nor display or 'pass-off' as your own, any materials availed through our Website;

- you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Website, nor insert any code or product or manipulate the content of the Website;
- you shall not access the Resources or our Website in order to build a similar or competitive website;
- except as expressly stated herein, none of the Resources, nor any part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means unless otherwise indicated; and
- any future release, update, or other addition to the Resources or the functionality of the Website shall be subject to these T&Cs.

User-generated content is not approved by us

The website may include information and materials uploaded by other users of the Website, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise, or permit any text or data mining or web scraping in relation to our Website or any Resources provided via, or in relation to, our Website. This includes using (or permitting, authorising, or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor or republish any portion of the Website, the Resources, or any other data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends, and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard.

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Do not rely on information on this Website

The content on our Website is provided for informational use only.

ANY VALUATION DATA WE PROVIDE THROUGH OUR RESOURCES ARE INDICATIVE ONLY AND WE CANNOT GUARANTEE THAT ANY PURCHASE OR SALE YOU MAKE WILL ACHIEVE THE PRICES INDICATED IN SUCH VALUATION DATA.

Although we make reasonable efforts to update the information on our Website, and we make updates to our price books and other data contained in our Resources; we make no representations, warranties or guarantees, whether express or implied, that such data is accurate, complete, or up to date at that moment you access it. By using our Website, you agree to waive all special, indirect, and consequential damages against eValuer in this regard. These T&Cs will not limit any non-waivable warranties or

consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

We are not responsible for websites we link to

Where our Website contains links to other sites and resources provided by third parties, these links are provided and/or suggested for your information only. Such links should not be interpreted as approval by us, or promotion, of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources. Should you decide to click on any link or advertisement on our Website, you accept that you do so at your own risk and may be bound by the third-party's own terms and conditions by doing so.

Rules about linking to our Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to our Website in any website that is not owned by you.

Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Website other than that set out above, please contact info@evaluer.online.

How to complain about or report content

If you become aware of any material on our Website that is illegal, unethical, immoral, or in breach of these T&Cs, please contact us immediately on info@evaluer.online.

If you wish to complain about any other content, please contact us on info@evaluer.online.

Our responsibility for loss or damage suffered by you

We do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

However, to the extent permissible by law, we exclude liability for any loss or damage arising under or in connection with:

- use of, or inability to use, our Resources or any part of our Website; or
- use of, or reliance on, any content displayed on our Website,

including, but not limited to, loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill, or reputation, or any indirect or consequential loss or damage.

Except as expressly and specifically provided in these T&Cs, and to the fullest extent permitted by law:

- you assume sole responsibility for results obtained from your use of the Resources, and for conclusions drawn from such use;
- eValuer shall have no liability for any damage caused by errors or omissions in any information, nor any actions taken by eValuer at your direction;
- all warranties, representations, conditions, and all other terms of any kind whatsoever are, to the fullest extent permitted by applicable law, excluded from these T&Cs; and
- the Resources and the Website are provided to you on an "as is" basis.
- eValuer's total aggregate liability in relation to the provision of the Resources to you under these T&Cs shall be limited to the total Subscription Fees paid for the Subscription during the 12 months immediately preceding the date on which the claim arose.

These T&Cs will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

By submitting data to eValuer or its agent(s) or by using the Website or Resources, you voluntarily and expressly consent to eValuer's collection, use, sharing, processing, and retention of your data in the manner set out in the Privacy Policy.

By taking a Subscription, you give consent for eValuer to process, retain and dispose of your data and share it as prescribed in these T&Cs and the Privacy Policy, both within and outside the UAE, to the extent permitted by law, for the provision of eValuer's services to you.

You may refuse or withdraw your consent at any time. However, if you do so, eValuer may be unable to comply with its legal or regulatory obligations and may be unable to offer a Subscription to you. In such circumstances, you acknowledge and agree that eValuer will not be required to refund any Subscription Fees to you for any remaining period on your Subscription where you and your Authorised Users are unable to use or access the Resources due to the withdrawal of consent to data processing.

In the event of any loss or damage to your data, to the extent permitted by law, the Subscriber's sole and exclusive remedy against eValuer shall be for eValuer to use reasonable commercial endeavours to restore the lost or damaged data from the latest back-up of such data maintained by eValuer.

eValuer shall not be responsible for any loss, destruction, alteration, or disclosure of data caused by any third party (except those third parties sub-contracted by eValuer to perform services related to Subscriber data maintenance and back-up for which it shall remain fully liable).

You own all right, title and interest in and to all of your data that is not personal data, and you have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such data.

We are not responsible for viruses, and you must not introduce them

We do not guarantee that our Website or our Resources will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored, or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack. We will report any such activity to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these T&Cs to another entity. We will always tell you in writing (including by email) if this happens, and we will ensure that the transfer will not affect your rights under your Subscription.

How to cancel your Subscription

You can cancel your Subscription by emailing us at info@evaluer.online, providing 30 days' notice of your intention to cancel your Subscription. If you have paid Subscription fees for a longer period than the 30 days' notice period, you may continue to have access to the Website until the end of the period you have paid for.

To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial Subscription period.

If you paid for your Subscription via a third-party payment method and you want to cancel your Subscription, you may also need to contact the payment service provider to do so.

We may cancel your Subscription if you breach these T&Cs

Without affecting any other right or remedy available to us, we may terminate your Subscription with immediate effect by giving you written notice if:

- You fail to pay any amount due on the due date for payment and the amount remains in default for more than 30 days after we notify you of the late payment; or
- You materially breach these T&Cs and (if such breach is remediable) fail to remedy that breach within a period of 30 days after being notified in writing to do so.

In such cases:

- all licences granted to you shall immediately terminate and you must immediately cease all use of the Resources;
- you shall return and make no further use of any Resources (and all copies of them) or any part of the Website, as well as any other items belonging to eValuer;

- any rights or remedies available to eValuer that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the T&Cs which existed at or before the date of termination shall not be affected or prejudiced.

You agree to indemnify us against claims

The Subscriber entity, as noted on your Subscription, agrees to defend, indemnify, and hold harmless eValuer against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Resources and/or Website, including that of any Authorised Users, or unauthorised users that access the Website or Resources via Login Details attributed to your Subscription.

In no event shall eValuer, its employees, agents and sub-contractors be liable to the Subscriber to the extent that any claim is based on or arising out of:

- a modification of the Resources by anyone other than eValuer; or
- your use of the Resources in a manner contrary to the instructions given to you by eValuer; or
- your use of the Resources after notice of an alleged or actual infringement from eValuer or any appropriate authority.

Governing Law and Jurisdiction

These T&Cs, their subject matter, and their formation, are governed by the laws of the United Arab Emirates and the DMCC Free Zone Rules & Regulations, as amended from time to time.

The Subscriber and eValuer agree to attempt to resolve amicably any dispute arising out of or in connection with these T&Cs or our Website. Any issue that remains unresolved thirty (30) days after the dispute arose, either party may submit the dispute on a non-exclusive basis for final settlement by the Dubai Courts. The submission to jurisdiction in this paragraph does not (and is not to be construed to) limit the rights of eValuer to take proceedings against any other party in another court of competent jurisdiction, nor is the taking of proceedings in one or more jurisdictions to preclude the taking of proceedings in another jurisdiction, whether concurrently or not.