

Retailer Mapping Services Terms of Use

HRD Antwerp website

The Retailer wishes to join the HRD Antwerp Retailer Mapping Service, where all accepted Retailers are shown on the HRD Antwerp website.

Article 1: Conditions

This new Retailer Mapping Service will only be accepted once all of the following conditions precedent have been met (notwithstanding any other rights of HRD Antwerp set out herein).

(1) You are the owner or a person who has authority to bind the owner (hereinafter referred to as the “Retailer”) of a (online) store that carries diamonds that have been graded by HRD Antwerp nv and/or has staff that hold a HRD Antwerp nv certificate or diploma (and qualify as a Graduate of the HRD Antwerp Certified Diamond Grader Course) (hereinafter referred to as the “Approved Store”),

(2) You have read and are agreeing on behalf of the Retailer that the Retailer is a party to this Agreement and shall be bound by all the following terms and conditions (“Agreement”) and

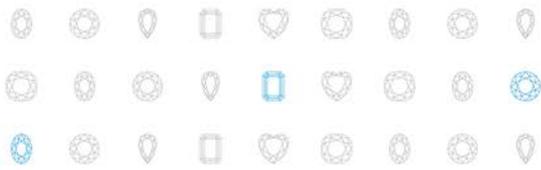
(3) You are eighteen years of age or older.

(4) You provide the information requested in the online HRD Antwerp Retailer Mapping Service sign-up form about the Retailer and the location of the Retailer’s Approved Store (collectively, “Retailer Information”) and;

(5) You permit HRD Antwerp nv to use the Retailer Information to enhance the Mapping Service by providing end users of the Mapping Service with certain geo-locator functionality that allows such end users to locate Approved Stores, including, without limitation, the Retailer’s Approved Store. Any personally identifiable information that is required to be provided to HRD Antwerp nv in order to sign-up to participate in this Retailer Mapping Service shall be collected, used and disclosed by HRD Antwerp nv in accordance with HRD Antwerp nv’s privacy policy, located at: www.hrdantwerp.com/en/terms-and-conditions.

Article 2: Legal Terms

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements or communications, oral or written, concerning the subject matter of this Agreement. This Agreement is governed by Belgian law.



The rights and obligations of the parties under this Agreement may not be assigned or delegated by the Retailer without the prior written consent of HRD Antwerp nv, which shall not be unreasonably withheld. HRD Antwerp nv may assign or sublicense this Agreement or any of its rights hereunder without the Retailer's prior written consent, and this Agreement shall be binding upon the Retailer's legal representatives, assigns, transferees, and successors in interest.

This Agreement may be amended by HRD Antwerp nv at any time by posting notice of the updated terms on HRD Antwerp's website and a copy of the updated terms will be posted at: <https://hrdantwerp.com/en/retail>

Article 3: Warranties

In consideration of the potential benefits afforded to the Retailer by its participation in the Retailer Mapping Service, the Retailer hereby grants HRD Antwerp nv permission to use the Retailer Information, in whole or in part, or on any HRD Antwerp nv-owned or -operated website, and in any version of the Retailer Mapping Service (including, without limitation, versions built on the Apple and Android operating systems).

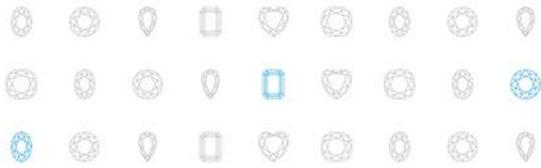
The foregoing grant includes the non-exclusive, perpetual and irrevocably right for HRD Antwerp nv, and its successors, assigns, and sublicensees, to use, modify, reproduce, distribute, transmit, publically display, publically perform, publish, transfer or dispose of the Retailer Information, or any part thereof, and sublicense all such rights, worldwide, without limitation, alone or in combination with other works.

The Retailer represents, warrants and covenants that HRD Antwerp nv is exercising the foregoing rights will not violate the rights of any person or entity and will not cause HRD Antwerp nv, or any successors, assigns or licensees, to incur any liability for payment to any person or entity.

Article 4: Responsibilities of the Retailer

You agree to notify HRD Antwerp nv in writing of any updates to the Retailer Information and/or any changes in the status of Retailer's business as an Approved Store.

The Retailer takes full responsibility for the accuracy, timeliness and adequacy of any and all information provided or otherwise made available by the Retailer to HRD Antwerp nv, any of HRD Antwerp's affiliates or any end user of the Retailer Mapping Service. In making the Retailer Mapping Service available to end users and/or including a reference or listing in the Retailer Mapping Service to the Retailer (including, without limitation, to the Retailer's trade name, domain name, trademark, trade identity, service mark, logo, or otherwise) does not constitute or imply HRD Antwerp's endorsement or recommendation of the Retailer or the Retailer's Approved Store, including, without limitation, any product descriptions, advertisements, views, recommendations and/or statements about the Retailer's precise inventory and the quantity, size and quality of its inventory. The Retailer's



dealings and communications with any third party, including without limitation, any end user of the Retailer Mapping Service, are solely between the Retailer and such third party.

HRD Antwerp nv expressly disclaims any obligation to indemnify, defend or hold the Retailer or any of its affiliates or its of their parents, directors, officers, employees, agents, contractors or customers harmless from any claims arising out of related to this Agreement or the Retailer's voluntary participation in the Retailer Mapping Service.

Article 5: Responsibilities of HRD Antwerp nv

HRD Antwerp nv will not, under any circumstances, be responsible or be held liable, directly or indirectly, for any errors or omissions in the Retailer Information or any dealings or communications between the Retailer and any third party, including, without limitation, any end user of the Retailer Mapping Service, or for any harm, damages, losses, related to, caused or alleged to be caused by or in connection with the Retailer's voluntary participation in the Retailer Mapping Service.

To the maximum extent permitted by the Belgian applicable law, in no event shall HRD Antwerp nv be liable for any indirect, extraordinary, exemplary, punitive, special, incidental, or consequential damages (including loss of revenue, profits, use or other economic advantage), however arising, even if HRD Antwerp nv was advised of the possibility of such damage. These limitations will survive and apply even if any limited remedy specified in this Agreement found to have failed of its essential purpose.

Article 6: Liability of HRD Antwerp nv

In no event will HRD Antwerp's aggregate liability under this Agreement exceed 200 (two hundred) €. These limitations will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

Article 7: Termination of the Agreement

At HRD Antwerp's sole and exclusive discretion, HRD Antwerp nv reserves the right to terminate this Agreement and remove the Retailer's listing in the Retailer Mapping Service at any time, for any reason, with or without notice. The Retailer can request deletion from the website. HRD Antwerp endeavors to perform the deletion within two weeks after receiving a written request by email or letter.