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Whereas, Licensee is a Retailer or Jewelry Merchant and Licensor is "Ashi Diamonds (or Ashi Baby Bridals or Baby Bridals or Ashi) – Jewelry Manufacturer" that provides Jeweler Account or Website Account and related Services, on its website www.BabyBridals.com, for retailers that Licensor wishes to license; Now, Therefore, Both Parties hereby agree as follows:

1. LICENSE:

(a) Licensor hereby grants to Licensee a non-exclusive world-wide License (the "License") for use of Jeweler Account (the "Licensed Account") solely for the purpose of managing & modifying Licensee's Company Information, Order Cart, Product Prices, ECatalogs Information and other related activities.

2. TERMS & STARTING PERIOD:

(a) The Term of this Agreement shall be initially for 1 Year and will be automatically renewed for another successive term of 1 Year, unless either party elects to terminate this Agreement. In case of Violation of this Agreement, it will automatically result in the termination of Jeweler Account by the Licensor.

(b) By accepting this Agreement, You further agree to be bound by any amendments to the terms of this Agreement. All amended terms shall automatically be effective after 30 days after they are initially posted on the Ashi Baby Bridals Jeweler Account License & Terms of Use Agreement Acceptance Page.

(c) Licensor reserves the right to terminate this agreement and discontinue services, if Licensee fails to fulfill the Terms and Conditions stated in this Agreement.

3. ELIGIBILITY CRITERIA:

The Jeweler Account License is available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Jeweler Account License is Not available to children (persons under the age of 18). Licensee represents that, Licensee has the authority to bind the entity to this Agreement. If for any reason, the information provided by the Licensee is inaccurate, The Licensor reserves the right, without provision of any notice to Licensee, to revoke any and all licenses under this Agreement or to refuse to provide the Jeweler Account under this Agreement.

4. REPRESENTATIONS AND WARRANTIES REGARDING LICENSED CONTENT:

(a) Licensor hereby represents and warrants that: (1) the "Licensed Account" is Licensed by the Licensor and does not breach or infringe on any copyright, common law right, or other rights of any third party; (2) the "Licensed Account" do not contain any matter which is offensive, libelous, obscene, an invasion of privacy, or otherwise unlawful; and (3) Licensor has the right, power and authority to enter into and perform this Agreement.

(b) Licensor provides this "Licensed Account" and related services as is without warranty of any kind, expressed or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose. In No event shall Licensor be liable for any loss of profits, loss of business, loss of data, unsecured transactions, interruption of business, or for indirect special, incidental, or consequential damages of any kind, or any emotional distress, even if Licensor has been advised of the possibility of such damages arising from any defect or error in the documentation, software applications, web applications, website templates, or hosting services.

(c) Licensee shall indemnify, defend by counsel that is reasonably accepted by Licensor, protect and hold Licensor harmless from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants and attorneys fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or relating to "Licensed Account" and the related services.

(d) Licensor reserves the right to License the "Licensed Account" to other Customers and can use the same Templates used by the Licensee. The Licensee will Not have any objection in this regard or cannot file any claim for the same.

(e) If Licensee violates any copyright laws by any means then it will be the sole responsibility of the Licensee and Licensor cannot be held liable for any loss or damages caused to Licensee by such unauthorized attempts. All Digital Images, Photographs, Company Names, Advertising Lines, Products Descriptions, Fonts, Design Styles and Logos displayed are property of Licensor and the Companies that are respective owners of copyright for their products and brand names.

(f) Licensor reserves the right to change and modify any of the content provided by the Licensor to the Licensee during customization of the Licensed Account and take electronic control over content customization during the term of this agreement. Licensor will have the rights under this agreement to make any modifications necessary to the Jeweler Account or any other related services for the proper functioning of the Licensee's Jeweler Account and related services. Licensor's discretion in this regard will be final and binding to the Licensee.

(g) Licensee grants permission to the Licensor for opening, creating and setting up third party web services and software applications, such as but not limited to: Chat services, VoIP Services, Email Services, Web Analytics, Web Emails, Map Applications and other third party applications that may be needed to get the Licensee's Jeweler Account operational under the terms of this agreement. Licensor is not responsible for and does not warrant or endorse the operations of these third party web services or software applications.

(h) Licensor provides the "Licensed Account" on an, as is, and as available basis and does not warrant it to be error free, continuous and accurate. Licensor is not responsible for any errors or mistakes in Licensee's Digital Images, Photographs, Company Names, Advertising Lines, Fonts, Design Styles, Logos, Order Cart, ECatalog, Product Prices or any other related information etc. In no event shall Licensor be liable for any loss of profits, loss of business, or for indirect special, incidental, or consequential damages of any kind including emotional distress.

(i) Licensor provides the "Licensed Account" on an, as is basis and does not warrant it to be error free, continuous and accurate. The Licensed Account is subject to services availed by Licensor from different third parties; and these internet based services may sometimes be beyond the capacity of Licensor to look after and for such delays, service interruptions or damages, the Licensor cannot be held responsible.

(j) Licensor is not concerned with any risk of loss due to business activities carried out by the Licensee by using the "Licensed Account". Licensor disclaims activities of third party business intermediates, hence is not responsible for any loss incurred to either Licensee or Customers of the Licensee.

(k) The "Licensed Account" cannot be used for any other purposes that are not stated in this Agreement.

(l) The Licensor will provide any updates and modification as and when they are available and there may be fees for any updates and modifications.

(m) Licensee will be entirely responsible for maintaining the confidentiality of his Jeweler Account Information such as jeweler login id, password, address, email address and contact information (collectively, the "Account Access Information"). Licensee will be entirely responsible for any and all activities that occur under his account. Licensee agrees to (a) immediately notify the Licensor of any unauthorized use of his signing in information or any other breach of security, and (b) ensure that Licensee exit from his account at the end of each session. Licensor will not be liable for any loss or damage arising from Licensee's failure to comply with the above given information.

(n) Licensor will not be liable for any loss that Licensee may incur as a result of someone else using his Account Access Information, either with or without his knowledge. Licensee further agrees that he could be held liable for losses incurred by Licensor or another party due to someone else using his Account Access Information. Licensee agrees that he will be held responsible for all activity in his account, whether initiated by him, or by others on his behalf, or by any other means. Licensor specifically disclaim liability for any activity in his account, whether authorized by him or not.

(o) Licensee is responsible for insuring that the Licensed Account and its uses conform to all local, state, federal, and international laws. Further, Licensee is responsible for insuring the legal copyright to any images, text, or other website elements that are not provided by the Licensor.

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(q) Licensor reserves the right to change, amend and/or otherwise alter the Services, related to Website Account, provided with equivalent or otherwise equal Services without prior notice to Licensee. Licensee agrees to receive administrative communications from Licensor in regards to the Software, Web Services, Licensee's Account, Policy Changes and System Updates via fax, mail or email.

5. USAGE RESTRICTIONS:

The Licensee may use his Jeweler Account solely for informational & promotional purposes, including managing his Company Information, Company logo, Digital Images, Advertising Lines, Managing Ecatalogs & Product Prices and Managing Order Cart including Emailing & Placing Orders at Ashi Diamonds. The Licensee hereby agrees not to harm the Licensor's Website, including its B2C Version - the "IDOCollection.com" Sub-Domain, in any way or otherwise use Jeweler Account in any improper manner.

The Licensee may use his Jeweler Account for legitimate purposes only. In the event Licensee registers with us, he agrees to provide true, accurate, current and complete information about himself and about his Company as prompted by the Ashi Baby Bridals Jeweler Account Request

Form. If Licensee provides any information that is untrue, inaccurate, not current or incomplete, or Licensor suspects, for any reason, that such information is untrue, inaccurate, not current or incomplete, Licensor, in its sole discretion, has the right to suspend or terminate Licensee's Jeweler Account and refuse any and all current or future use of the website including its B2C Version - the "IDOCollection.com" Sub-Domain.

The Licensee shall promptly notify Licensor and the company, organization, institution with which he is affiliated, or whose facilities he is using, of any known or suspected unauthorized use(s) of his account or the Ashi Baby Bridals Website, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure or use of his jeweler id, password, and/or IP address. Any use of the Licensor's Website beyond the scope or in violation of these Terms and Conditions of Use, knowing use of any password or login id of another, or any fraudulent, abusive, or otherwise illegal activity, may be grounds for termination of Licensee Account, or termination of access to the Licensor's Website including its B2C Version - the "IDOCollection.com" Sub-Domain from Licensee's IP address, without notice and at Licensor's sole discretion. The foregoing includes but is not limited to activity by Licensee that may burden Licensor's server(s) such as computer programs that automatically download or export Content, commonly known as web robots, spiders, crawlers, wanderers or accelerators.

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(b) Licensee does not claim intellectual or exclusive ownership to the Jeweler Account, modified or customized.

(c) Please note that any information, materials, suggestions, ideas or comments submitted to Licensor shall be deemed not confidential. Licensee hereby grants Licensor an irrevocable and unrestricted license to use, modify, reproduce, transmit, display and distribute such information, materials, suggestions, ideas or comments for any purpose whatsoever.

6. DISCLAIMER:

While using Order Cart system, Licensee has to be clear on following points:

(a) Product Information - Licensor makes every attempt to ensure that the online product information is as accurate, reliable and complete as possible. In order to give Licensee the opportunity to view Ashi Diamonds' products with great detail, some products may appear larger or smaller than their actual size in Website images and pictures. Also online products may appear in slight different colors and sizes due to individual computer monitor settings.

Ashi Diamonds' primary objective is to give detailed information about products. Licensor attempts to be as accurate as possible. However, Licensor does not warrant that product descriptions or product information on Website is accurate, complete, reliable, current, or error-free.

(b) Product Availability & Changes - Licensor provides quality products to Ashi Baby Bridals valued customers. The product displayed on www.BabyBridals.com is not a guarantee that the item is currently in stock. If Licensee wishes to purchase an item through Website then he may email or call for product availability. If selected item is not in stock, Ashi Diamonds will place an order for that item with his supplier after receiving down payment on that product. Licensee may need to wait till that item is manufactured or shipped from supplier. To check the availability of any items, Licensee can email at CustomerService@BabyBridals.com or call on 212-319-8291.

In order to keep BabyBridals.com current with latest product inventory, Licensor frequently change the products offered via this Website. As such, Licensor cannot guarantee that an item displayed on a previous visit to BabyBridals.com will still be available when Licensee visits BabyBridals.com again. Licensor reserves the right to make changes to the merchandise offered by this Website at any time and without prior notice. If Licensee is at any time unable to locate an item which he viewed on a previous visit to BabyBridals.com, he can contact using any of the means of contact available on the Website, and Licensor will make every effort to accommodate his jewelry needs.

(c) Product Pricing - Product prices displayed on www.BabyBridals.com are quoted in U.S. currency and are valid and effective only in the United States. In rare cases data, including prices, may be inaccurately displayed on Website due to system or typographical errors. While Licensor make every attempt to avoid these errors, they may occur. Licensor reserves the right to correct any and all errors when they do occur and Licensor do not honor inaccurate and erroneous prices. If a Product's listed price is lower than its actual price, Licensor will, at his discretion either contact Licensee for instructions before shipping the product or cancel the order and notify Licensee of such cancellation. If order has been shipped, Licensee agrees to either return the product or pay the difference between the actual and charged prices. Website prices are also subject to change without notice. Licensor apologizes for any inconvenience that this may cause.

Ashi Diamonds always offer Licensee the best value by providing the lowest possible price. Licensor does not negotiate prices on products and all prices are final.

(d) Diamond Carat Weight - Licensor certifies that the jewelry products are made with authentic gold or platinum with genuine diamonds and/or gemstones as per the quality promised by Ashi Baby Bridals.

No two diamonds are exactly alike. Each is cut to maximize its natural beauty. In the process of diamond cutting, stones are sorted by the resulting diamond weight using the decimal system. To give Licensee the best selection and price, Licensor defines diamonds within a range appropriate to each fractional carat weight listing and supplied the below table. The difference may not be visible to the naked eye, but Licensor know it's important to Licensee.

Ashi Diamonds Weight Fractions & Weight Allowances

Fractions	Diamond Carat Weight Range
1/20 ct	0.04 – 0.07
1/10 ct	0.08 – 0.11
1/8 ct	0.12 – 0.13
1/6 ct	0.14 – 0.17
1/5 ct	0.18 – 0.22
1/4 ct	0.23 – 0.28
1/3 ct	0.29 – 0.36
3/8 ct	0.37 – 0.44
1/2 ct	0.45 – 0.57
5/8 ct	0.58 – 0.68
3/4 ct	0.69 – 0.81
7/8 ct	0.82 – 0.94
1.00 ct	0.95 – 1.10

Fractions	Diamond Carat Weight Range
1 1/6 ct	1.11 – 1.16
1 1/5 ct	1.17 – 1.21
1 1/4 ct	1.22 – 1.28
1 1/3 ct	1.29 – 1.36
1 3/8 ct	1.37 – 1.44
1 1/2 ct	1.45 – 1.57
1 5/8 ct	1.58 – 1.68
1 3/4 ct	1.69 – 1.81
1 7/8 ct	1.82 – 1.93
2.00 ct	1.94 – 2.10
3.00 ct	2.94 – 3.10
4.00 ct	3.94 – 4.10
5.00 ct	4.94 – 5.10

(e) Special Orders - At Ashi Baby Bridals, Licensor’s goal is to help Licensee to find the perfect piece of fine jewelry. If ever Licensee is unable to find what he is looking for, he may contact Licensor’s Jewelry experts at CustomerService@BabyBridals.com or on 212-319-8291.

(f) Conflict Diamonds - Licensor uses quality diamonds in merchandise, sourced from the world's most reputed suppliers. Licensor does not buy and use conflict diamonds in his products and purchase his diamonds only through respected, well-established, legal channels.

(g) Treated / Enhanced Gemstones - Licensor also uses treated or enhanced gemstones. Most natural precious and semi-precious gemstones are treated or enhanced to intensify color, diminish imperfections and improve durability. Some of the common treatment types are Oiling, Heating, Diffusion, Drilling, Irradiation etc.

(h) No Online Selling or Online Shipping - At this time, Licensor does not offer online selling or online shipping for any of its products. Licensor also does not ask for Credit Card or related information. Licensee can place online order for any items shown on Website through his own Order Cart available with his Jeweler Account or he may contact Licensor’s Customer Service Department at CustomerService@BabyBridals.com or on 212-319-8291.

(i) The Website and its materials are provided on an "As Is" and "As Available" basis without warranties of any kind. Licensor makes no representation or warranties regarding the accuracy, correctness, completeness, suitability, availability or operation of the www.BabyBridals.com Website and the content of the Website. All the contents of this Website are for general information or use. Licensor is not responsible for any incorrect or inaccurate content posted on the Website due to any reason or by any person.

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9. ADDITIONAL FEATURES:

Certain additional features that Licensor may make available to Licensee may require access to and/or installation of additional software (including third party software) that is subject to supplemental or independent terms and conditions. Similarly, Licensor may make available additional services (including third party services) that are subject to supplemental or independent terms and conditions. Licensee agrees that, Licensee will Not use such Additional Software or Additional Services unless Licensee has agreed to the applicable terms and conditions, including but Not limited to Licensee's payment of additional fees as required. Licensor may have acted on Licensee's behalf for creating, opening and setting up those services, but is Not responsible for their operations or maintenance.

Depending on the Services that the Licensee elects to receive, Licensee may be responsible for establishing and maintaining a commercial relationship with a financial institution or money transmitter such as a credit card processor, payment gateway, bank, Google Check Out, PayPal or other similar service. The terms of any such relationship shall be between Licensee and that entity and such terms may be more restrictive on the operation of Licensee's Jeweler Account & business - Licensee should contact those entities for more information regarding such terms.

10. TRADEMARK NOTICE:

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Licensee will be solely responsible for the maintenance of his Jeweler Account, including the administration & operation of his Jeweler Account, accepting, processing and filing orders and payments generated through Licensee's Jeweler Account, and handling any customer inquiries, complaints, or disputes arising from orders or sales generated through Licensee's Jeweler Account. Licensee agrees that Licensor has No obligation to back-up any data related to Licensee's Jeweler Account operations and Licensee should independently take appropriate steps to maintain such data in accordance with Licensee's needs and requirements.

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Furthermore, Licensee agrees that any Company Information, Store Information, Digital Images, Advertising Lines, Product Descriptions and Logos, or Content published and distributed on Licensed Account and Licensee's related activities shall Not:

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(ii) be defamatory, trade libelous, unlawfully threatening or harassing, or advocating, promoting or providing assistance involving violence, significant risk of death or injury, or other unlawful activities.

(iii) be obscene or contain any type of pornography.

(iv) contain any viruses, trojan horses, worms, time bombs, cancel bots, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

(v) involve the transmission of any unsolicited commercial or bulk email (known as "spamming") or participate in any activities related to so-called pyramid or ponzi schemes.

(vi) be harmful or potentially harmful to Ashi Baby Bridals and third parties server structure or technical infrastructure. Or otherwise engage in activities that Licensor, in its sole discretion, determines to be harmful to Ashi Baby Bridals affiliates, operations, reputation, or goodwill.

12.NOTICES:

All notices under this Agreement may be submitted to Licensor in writing, or electronically signed, or faxed, or be delivered by registered post or courier to the address stated on this agreement.

13.TERMINATION OF LICENSE AGREEMENT:

This License or Web Services can be terminated either by Licensor or Licensee at written notice. It will terminate with immediate effect if not renewed within said deadline. Licensor reserves the right to terminate the License with immediate effect; in case of any violations of this "Ashi Baby Bridals Jeweler Account License & Terms of Use Agreement". License can also be terminated if Licensee fails to pay any fees and bills on time to Licensor.

14.RENEWAL OF LICENSE:

This License can be renewed by mutual consent of the Licensor and Licensee upon successful completion of the terms stated in the agreement. Renewal of License will be subject to this Ashi Baby Bridals Jeweler Account License & Terms of Use Agreement and the Payment Plans as per the Ashi Baby Bridals Jeweler Account Request Form as applicable at the time of renewal. Licensor's discretion will be final and binding in case of Renewal of the License. Licensor is under No obligation to Renew this Agreement as provided in this Terms of Use Agreement.

15.ENFORCEABILITY & INVALIDITY OF AGREEMENT:

In case of any doubt The "Ashi Baby Bridals Jeweler Account License & Terms of Use Agreement & Electronic Sign Up Request" will be taken as authentic and final.

If any term or provision in this Agreement shall in whole or in part be held to be invalid, illegal or unenforceable, the enforceability of the remainder of this Agreement shall not be affected.

16.JURISDICTION:

This Agreement is to be governed by Laws of United States of America as applicable and enforceable. As Licensor is based in New York City, USA, the jurisdiction of New York City will be acting upon Licensor and Licensee.

17.NO AGENCY:

Licensee and Licensor are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

18.MISCELLANEOUS:

The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party. The prevailing party in any dispute shall be awarded any attorneys fees and expenses incurred. The parties will cooperate with each other as reasonably requested to effectuate the purposes and provisions of this Agreement.

Except for the payment of any fees due and payable under this Agreement, neither party's delay in the performance of any duties or obligations under this Agreement will be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, failures in electric power or telecommunications services, or any other event beyond the control of the party.

19.ACCEPTANCE OF THE TERMS:

Licensee agrees to the terms and conditions stated in the "Ashi Baby Bridals Jeweler Account License & Terms of Use Agreement". Licensee accepts all terms and conditions and agrees to Payment of these services as outlined in the Ashi Baby Bridals Jeweler Account Request Form. The Licensee hereby states that all information provided by him is correct.

Agreed and Accepted by Licensee:

Licensee Name: _____

Licensee Address: _____

City: _____ State: _____ Zip: _____

Authorized Name: _____ Tel #: _____

Licensee Signature: _____ Date: _____