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(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 Website Information.

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(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 the case of Violation of this Agreement 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 SGL 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:**

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(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.

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

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

(n) 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 (1) immediately notify the Licensor of any unauthorized use of his signing in information or any other breach of security, and (2) 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.

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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.

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- (i) be false, inaccurate or misleading, fraudulent, infringe or misappropriates any third party's copyright, patent, trademark or trade secret.
- (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 Swiss Gemological Laboratory and third parties server structure or technical infrastructure. Or otherwise engage in activities that SGL, in its sole discretion, determines to be harmful to SGL affiliates, operations, reputation, or goodwill.

## **11. 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.

## **12. 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 "SGL 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.

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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 SGL Jeweler Account License & Terms of Use Agreement and the Payment Plans as per the Swiss Gemological Laboratory 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.

**14. ENFORCEABILITY & INVALIDITY OF AGREEMENT:**

In case of any doubt The “SGL Jeweler Account License & Terms of Use Agreement and 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.

**15. JURISDICTION:**

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

**16. 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.

**17. 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.

**18. ACCEPTANCE OF THE TERMS:**

Licensee agrees to the terms and conditions stated in the “SGL Jeweler Account License & Terms of Use Agreement”. Licensee accepts all terms and conditions and agrees to Payment of these services as outlined in the Swiss Gemological Laboratory 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: \_\_\_\_\_