

Terms & Conditions

TERMS AND CONDITIONS OF USE OF THE OMNIA DIAMONDS WEBSITE

(The term member as used herein shall also include Trade Associates of Omnia Diamonds)

1. Access and use of this website is conditional upon acceptance of the Terms and Conditions set forth, which can be changed by the Omnia Diamonds at any time without notice. Any changes are effective immediately, and your continued use of the site constitutes accepts these changes.
2. You agree to comply with all local, state, and federal laws of the Commonwealth of Australia with respect to the use of this service and not to use this service for any illegal, improper or unauthorized purposes.
3. You agree that this service is for the sole and exclusive use of Omnia Diamonds Web members and not for resale, transfer or distribution of this service to non- Omnia Diamonds Web members. You shall acquire no right or license by your use of this service.
4. You agree that all present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Service (the "Intellectual Property Rights") shall as between you and Omnia Diamonds, all rest solely and exclusively in the Omnia Diamonds.

LIMITED ACCESSIBILITY

5. This service is strictly limited to customers of Omnia Diamonds, except by special agreement with Omnia Diamonds. Each customer of Omnia Diamonds will be assigned a password and agree to use that password to access the service and not to disclose that password to any other person or entity. You agree that you are responsible for your own password and accept personal liability for any unauthorized use of your password.

OMNIA DIAMONDS IS NOT A PARTY TO ANY TRANSACTION ARISING FROM THIS SERVICE

6. You agree that Omnia Diamonds Pty Ltd is not responsible for the accuracy of any information supplied on this site and/or service. The Omnia Diamonds is not a party, in any way whatsoever, to any transaction of any kind or description, arising from use of this service by anyone.

TRADING PLATFORM

7. The service may include a Trading Platform which allows Omnia Diamonds members to buy diamonds and/or other precious stones. Any information posted on the Trading Platform is that of the member who posts it, and not that of the Omnia Diamonds. The Omnia Diamonds does not guarantee or warrant the accuracy of any information posted on said Trading Platform, or that any Omnia Diamonds member will fulfill any obligation made in connection with use of the website and Trading Platform. The values and prices posted on

the Trading Platform may not necessarily reflect a true or accurate value of the item. Each Omnia Diamonds member agrees to exercise due diligence and his own expertise in determining who to do business with and the value and pricing of the diamond or precious stone involved.

8. With respect to any Trading Platform or any other use of this service, and any real-time interaction between users, the Omnia Diamonds does not control the messages, information or files delivered to the Trading Platform. It is a condition of your use of the Trading Platform and this website that you do not:

- Restrict or inhibit any other user from using and enjoying the website
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national, or international law.
- Post or transmit any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark, or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- Post or transmit any information, software or other material which contains a virus or other harmful component.

9. You understand that the Omnia Diamonds has no obligation to monitor the website. However, it reserves the right at all times to disclose any information as necessary to satisfy a law, regulation, or government request, or to edit, refuse to post, or to remove any information or materials, in whole or part, that in the sole discretion of the Omnia Diamonds are objectionable or in violation of these terms and conditions.

ACCESS TO WEBSITE NOT A RIGHT OR PRIVILEGE

10. Access to the Omnia Diamonds Website is not part of the rights or privileges of membership to the Omnia Diamonds web facilities, and access is revocable at will at the unfettered discretion of the Omnia Australia Pty Ltd.

DISCLAIMER AND LIMITATION OF LIABILITY

11. You agree that your use of the website, in any way and for any purpose whatsoever, is at your sole risk. Omnia Diamonds makes no warranties, express or implied, regarding any aspect of the website.

12. Under no circumstances, including but not limited to negligence, shall the Omnia Diamonds or its agents be liable to you for direct, indirect, incidental, consequential, special, punitive or exemplary damages, even if Omnia Diamonds has been advised specifically of the possibility of such damages, arising from use of or inability to use the website or any links or items on the service such as, but not limited to, loss of revenue or anticipated profits or lost business.

13. If a member using the website is dissatisfied with another member's performance of any

obligation arising out of such use, including but not limited to getting paid for merchandise, or if merchandise is not as it was represented to be, the member shall have no recourse against the Omnia Diamonds. Sole recourse shall be against the party to the transaction. The Omnia Diamonds is not a party to any transaction arising from use of this website.

Omnia Diamonds BY-LAWS

14. All transactions on the website shall conform to the Omnia Diamonds By-laws and Trade Rules including the agreement to arbitrate all disputes arising out of any transaction listed on the website.

INDEMNIFICATION

15. You agree to indemnify, defend and hold harmless the Omnia Diamonds, its agents and employees, if anything done by you relating to this service results in a claim, suit, action or other proceeding brought against the Omnia Diamonds or its employees or agents.

GOVERNING LAW

16. You agree to submit to arbitration according to the rules of the WFDD, Omnia Diamonds with respect to any disputes between you and any other person or entity; the Omnia Diamonds, or you and a member of the Omnia Diamonds over any transaction made on the website, and your use of the website or interpretation of this agreement. In the event of litigation outside the WFDD arbitration tribunals, you agree that this agreement shall be governed and construed in accordance with the laws of the Commonwealth of Australia and the State of Queensland, without giving effect to conflicts-of-law principles thereof. You agree to submit to the personal jurisdiction of the state and federal courts located in Queensland with respect to any legal proceedings that may arise in connection with the Service or from a dispute as to the interpretation of breach of this agreement.

CHANGE OR DISCONTINUANCE OF WEBSITE SERVICE

17. You agree that the Omnia Diamonds can change or discontinue all or part of this website at any time, and for any reason, or no reason, at the Omnia Australia Pty Ltd's sole discretion with no prior notice to you. You accept that any such change or changes or discontinuance could result in your inability to access this service, and have a negative impact on your business, revenues and profits.

TECHNICAL BREAKDOWN

18. No system is perfect. You acknowledge that fact. The Omnia Diamonds does not guarantee that the service will operate continuously, or that it will always satisfy every member. You agree that the Omnia Diamonds will not be liable to you if the service breaks down, or is interrupted, for any reason whatsoever.

CONFLICT FREE STONES ONLY

19. Only diamonds and precious stones which are conflict free may be the subject of transactions arising out of this website. The policies stated in the Kimberley Certification Process, the United Nations Resolutions, and the November 4, 2002 Interlaken Conference

and the governing World Federation of Diamond Bourses resolutions must be scrupulously followed and complied with. Failure to comply with and follow said policies will result in immediate termination of access to the service and suspension of the violating member's rights and privileges and will subject the violating member to disciplinary proceedings including Omnia Diamonds membership suspension, resulting in suspension of trading privileges in all diamond clubs throughout the world that are members of the World Federation of Diamond Bourses.

MANADATORY DISCLOSURE OF TREATED OR ENHANCED STONES 20.

If a precious stone, which is the subject of transaction on this service, has been treated or enhanced, including treatment with high pressure, or high temperatures, it must be disclosed. If a member fails to comply with this disclosure rule, his access to the service will be immediately terminated and his rights and privileges as a Omnia Diamonds member may be suspended.

COMPLAINTS

21. If a member has a complaint against another member or other party, arising out of the use of the website, other than arbitration, he should put it in writing and submit it to the Managing Director of the Omnia Diamonds. The Omnia Diamonds will review the complaint and has the right to act as it sees fit in its sole and unfettered discretion, including taking no action, or not responding to the complaining party.

USE AND CARE OR TRADING FLOOR EQUIPMENT

22. The Omnia Diamonds may set up terminals and equipment on the trading floor for use by members. The use of this equipment is strictly limited website access and for no other purpose. Members must exercise due care when using the equipment, and do nothing to impair its quality or function. Members shall not utilize the terminals at the Omnia Diamonds for more than ten (10) minutes per session to allow other users to use the terminals. The Omnia Diamonds will provide this equipment at its sole discretion and may remove and discontinue it at any time. Members who misuse or damage this equipment will be denied access to the service.

HEADINGS.

The section titles in this agreement are used solely for the convenience of you and the Omnia Diamonds and have no legal or contractual significance.

SEVERABILITY.

If any provision of this agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the agreement will remain in force.

ENTIRE AGREEMENT.

This agreement and any other terms and conditions of service on this website, and the laws of the Commonwealth of Australia constitute the entire agreement between you and the Omnia Diamonds and govern your use of the service of the website.



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