

Terms of Use

Welcome to our web site. At VenessaDiamonds.com, we always appreciate your business. In addition, we offer the VenessaDiamonds.com Safe Purchase Guarantee to ensure your comfort when buying on a VenessaDiamonds.com web site.

VenessaDiamonds.com, services to you are subject to the terms and conditions included in this Terms of Use and other customer service pages which we have prepared to help make your shopping experience with VenessaDiamonds as enjoyable and problem-free as possible. Please read them carefully. By visiting or using this web site or any other VenessaDiamonds web site or service, you acknowledge that you have read and understood, and agree to be bound by, these Terms of Use. You also agree to comply with all applicable laws and regulations, including United States Copyright and Trademark laws. If you do not agree to these terms, please do not use any VenessaDiamonds web site.

Privacy

Please review Venessa Diamonds's [Privacy Policy](#), which also applies to your visit to and use of any Venessa Diamonds web site.

Ownership and Copyright

This VenessaDiamonds.com web site is owned and operated by The Diamoneer Sdn. Bhd. Unless otherwise noted, all design and content included on this web site, including text, graphics, logos, icons, images, artwork, audio, and video clips and software is the property of Venessa Diamonds (or is used under license to Venessa Diamonds) and is protected by international copyright laws.

Trademarks

Venessa Diamonds, VenessaDiamonds.com, and other marks indicated on Venessa Diamonds's web site(s) are trademarks and/or service marks of Venessa Diamonds. Other graphics, logos, headers, icons, scripts, and service names are also trademarks or trade dress of Venessa Diamonds. Venessa Diamonds's trademarks, service marks, and trade dress may not be used in connection with any product or service that is not Venessa Diamonds's, in any manner that is likely to cause confusion of customers or potential customers, or in any manner that harms or discredits Venessa Diamonds. All other trademarks related to the products sold on this web site are the sole property of their respective owners.

Nothing on this web site or in these Terms of Use should be construed as any license or right to use any trademarks or service marks displayed on the web site without the express written permission of Venessa Diamonds or the trademark or service mark owner. Neither the names "VenessaDiamonds.com" or "Venessa Diamonds" nor Venessa Diamonds's logos may be used for any purpose without Venessa Diamonds's prior written consent. Venessa Diamonds's logos may not be used as a "hot" link to any other web site without Venessa Diamonds's prior written consent.

Use of Web Site

Venessa Diamonds's web site(s) and content are intended solely for personal and non-commercial use by visitors and on-line shoppers. Any use of any Venessa Diamonds web site or its content other than for personal and non-commercial purposes is prohibited. You agree not to reproduce, publish, transmit, distribute, modify, create derivative works from, or commercially exploit in any way any of the content of any Venessa Diamonds website. However, you may download, electronically copy, and print any of the content of a Venessa Diamonds web site for your personal, non-commercial use only. This is a revocable license, not a transfer of title, and is subject to the restrictions that you may not (a) modify the content or use it for any commercial purpose, or any public display, performance, sale, or rental, (b) decompile, reverse engineer, or disassemble the content, or (c) remove any copyright, trademark registration, or other proprietary notices from the content. You further agree not to access or use any Venessa Diamonds web site in any manner that may be harmful to the operation of the web site or its content.

Your Account

If you access or use any Venessa Diamonds web site, you are responsible for maintaining the confidentiality of your account and for restricting access to your computer. You agree to be responsible for all activities that occur under your account or password. If you are under 18 years old, you may use Venessa Diamonds.com only with the involvement of a parent or guardian. Venessa Diamonds reserves the right to refuse service, terminate accounts, remove or edit content or cancel orders in its sole discretion.

Responsibility

The Site may permit the submission, sharing, and publishing of the content (names, story, and photos) sent by you ("User Submissions"). You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing, or uploading them. We have complete discretion whether to publish your User Submissions and we reserve the right in our sole discretion and without further notice to you, to remove and/or delete any and all content posted on the Site (including User Submissions) at any time and for any reason.

Ownership

You represent and warrant that you own or have the necessary rights and permissions to use and authorize Venessa Diamonds to use all Intellectual Property Rights (defined below) in and to your User Submissions and to enable inclusion and use thereof as contemplated by the Site and these Terms.

"Intellectual Property Rights" means any and all rights, titles, and interests, whether foreign or domestic, in and to any and all copyrights, service marks, trademarks, or similar intellectual property rights, as well as any and all moral

rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.

Comments and Suggestions

We appreciate hearing from our customers and welcome your comments and suggestions regarding Venessa Diamonds's web site(s) and the products offered for sale by Venessa Diamonds, provided that such comments and suggestions are not illegal, obscene, threatening, defamatory, invasive of privacy, infringements of intellectual property rights or otherwise objectionable or injurious to third parties and do not contain or consist of viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam." You may not use a false email address, impersonate any person, or otherwise mislead us as to the origin of any comment or suggestion.

If you do submit comments or suggestions, you should be aware that Venessa Diamonds's policies do not permit us to accept or consider creative ideas, suggestions, inventions, or materials other than those that we have specifically requested. Venessa Diamonds values your feedback on our products and our service but requests that you be specific in your comments and not submit creative ideas, inventions, suggestions, or materials. Any feedback, comments, or suggestions that you do send to Venessa Diamonds will become the property of Venessa Diamonds and shall not be subject to any obligation of confidentiality on the part of Venessa Diamonds. Venessa Diamonds shall not be liable for any use or disclosure of any such feedback, comments, or suggestions. Venessa Diamonds shall be entitled to unrestricted use of any such feedback, comments, or suggestions for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person who submitted the information.

Product Descriptions

Venessa Diamonds makes all reasonable efforts to display the products listed for sale on its web site(s) as accurately as possible. However, the colors we use, as well as the display and color capabilities of your computer monitor, will affect the colors that you actually see on your screen. Venessa Diamonds cannot guarantee that your monitor's display of any product color, texture, or detail will be accurate. In addition, Venessa Diamonds does not warrant that product description or other content are accurate, complete, reliable current, or error-free. While Venessa Diamonds makes every effort to ensure that our products are described and priced accurately, in the event that an item is deemed to be priced incorrectly, Venessa Diamonds reserves the right to refuse sale of that item. If the pricing error is discovered after payment has been finalized, Venessa Diamonds reserves the right to cancel the sale and refund the

transaction in full. If a product offered by Venessa Diamonds is not as described, your sole remedy is to return it in unused condition.

Other Sites

Venessa Diamonds's web site(s) contain links to web sites that are not maintained by Venessa Diamonds. We try to include links to only those web sites that are in good taste and safe for our visitors, but we are not responsible for the content or accuracy of any web sites other than our own and cannot guarantee that such web sites will not change without our knowledge. The inclusion of a link in this web site does not imply Venessa Diamonds's endorsement of the web site. If you decide to use any links to access other web sites, you do so at your own risk.

Disclaimer of Warranties and Limitation of Liability

THE MATERIALS AND INFORMATION PROVIDED BY Venessa Diamonds ON ANY OF ITS WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Venessa Diamonds MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF ITS WEB SITE(S) OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON ITS WEB SITE(S). YOU AGREE THAT YOUR ACCESS TO, AND USE OF ALL Venessa Diamonds WEBSITES(S) IS AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, Venessa Diamonds DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Venessa Diamonds DOES NOT WARRANT THAT ITS WEBSITE(S), ITS SERVERS, OR EMAIL SENT FROM VenessaDiamonds ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Venessa Diamonds WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM USE OF THIS SITE, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

This disclaimer of liability applies to any damages or injury caused by any failure or performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, an act of God, communication line failure, theft or destruction, or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. You also specifically acknowledge that Venessa Diamonds is not liable for your defamatory, offensive, infringing, or illegal materials or conduct or that of third parties.

The law of certain states may not allow limitations on warranties or damages as described above. If such law applies to you, some or all of the above disclaimers, exclusions, or warranties may not apply to you and you may have

additional rights. However, in no event shall Venessa Diamonds's aggregate liability to you for all claims, damages, losses, and causes of action exceed the amount paid to Venessa Diamonds by you for accessing Venessa Diamonds's web site(s). Indemnity

You agree to defend, indemnify, and hold harmless Venessa Diamonds and its officers, directors, stockholders, affiliates, employees, and agents from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, arising from your use of any Venessa Diamonds web site or your breach of these Terms of Use.

Applicable Law

By visiting Venessa Diamonds's web site(s), you agree that the law of Malaysia, without regard to principles of conflict of laws, shall govern these Terms of Use and any dispute that may arise between you and Venessa Diamonds. If any court of competent jurisdiction determines that any provision, or any portion thereof, contained in these Terms of Use is unenforceable in any respect, such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. If such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of these Terms of Use shall nevertheless remain in full force and effect. These Terms of Use, together with the Privacy Policy, constitute the entire agreement between you and Venessa Diamonds relating to your access to and use of Venessa Diamonds's web site(s).

Dispute Resolution

Any dispute arising with respect to this Agreement shall be resolved by negotiation between the parties or, if necessary, by resort to an appropriate federal or state court located in Penang, Malaysia.

Modification

Venessa Diamonds reserves the right, in its sole discretion, to change, modify, add, or remove portions of these Terms of Use at any time. Please check this page periodically for changes. You agree that each time you visit any Venessa Diamonds web site, your visit to and use of such web site will be subject to and bound by the then current version of these Terms of Use.

Payment Terms

(a) Payment Processing: [VenessaDiamonds.com] ("Supplier") provides international payment processing and order fulfillment through its designated service provider, Stripe as the Merchant-of-Record. When placing an order through Supplier, your order will be processed using Stripe checkout and payment processing services, and you acknowledge and agree that: (a) your payment transaction will be processed via Stripe, not Supplier, and (b) upon successful verification and authentication by Stripe of payment information provided by you, Stripe will accept the transaction, and purchase the products from Supplier for the sole purpose of reselling such products to you at a price

equal to the amounts presented to and agreed upon by you. Stripe will provide the merchant or Supplier with its own payment information to purchase the products you have ordered, and Stripe will resell such products to you and bill the payment information you have provided. Stripe acquires flash title to the products when the products exit the jurisdiction of the Supplier. After Stripe purchases and takes title to products from the Supplier to fulfill an order you have placed, you take the title from Stripe before the products enter the jurisdiction that you have designated as your address for delivery. All items purchased from Stripe are made pursuant to a shipment contract. In the event of any disparity or inconsistency between the terms of any shipment contract or order fulfillment terms, the terms of this agreement shall prevail to the extent required to resolve the disparity or inconsistency. (b) Billing. If you provide a credit card as your tender type, your credit card will be billed by Stripe, and charges to your account will be accompanied by the descriptor “Stripe” (or such other descriptor as Stripe may deploy), which denotes the Stripe system, and that Stripe is the supplier whose products you have purchased through Stripe. If you paid using your PayPal account, charges to your account will be accompanied by the descriptor “MERCHANT VIA STRIPE” (or such other descriptor as Stripe may deploy). In either case, you will only be billed after your products have been received, processed, and dispatched for delivery by Stripe. In the event of the receipt of any parcel from Supplier containing only part of an order, Stripe will process the products received, and will only bill for an amount commensurate with the price of the products therein, pro-rated amounts for shipping and/or handling, plus any duty, taxes, VAT (unless Stripe and Supplier offered, and you accepted, the option of having your order shipped DAP (‘delivered at place’)). Notwithstanding the foregoing, in the event of an order being fulfilled by Supplier in multiple parcels, unless expressly consented to by you, in no instance will the aggregate amount billed to you by Stripe exceed the total amount presented at the time of order placement by you. If there is a technical error in the Stripe system which processes or accepts a transaction at an exchange rate which is manifestly off-market, that transaction shall be void.

Date of Last Update of these Terms of Use: November 4, 2020.

Venessa Diamonds’s web site(s) are operated by The Diamoneer Sdn. Bhd. from its offices in Penang, Malaysia. Venessa Diamonds makes no representations that the contents of any of its web site(s) are appropriate or available for use in other locations. Visitors who choose to access any Venessa Diamonds web site from other locations do so on their own initiative and are responsible for compliance with applicable local law.

Once again, we thank you for your interest in Venessa Diamonds. We hope that your experience at any Venessa Diamonds web site is enjoyable.