

House of Jewellery Online Customer Agreement

This Agreement is a contract between You ("the Customer") and House of Jewellery. It sets out the terms and conditions under which You ("the Customer") may purchase products online from House of Jewellery. Please read the following terms and conditions carefully before placing your order. By completing the customer application process and using House of Jewellery Service, You ("the Customer") agree to be bound by the terms and conditions of this Agreement.

1. INTERPRETATION.

In these Conditions:

"Agreement" means an agreement between You ("the Customer") and House of Jewellery to supply Goods. The Agreement consists of the Order and these Conditions.

"Conditions" means these Conditions and any variations notified through these pages.

"Delivery Address" means the address to which the Goods are to be delivered as stated on the Order.

"Goods" means Goods described in an Order and includes packaging.

"Intellectual Property Rights" includes all rights in respect of copyright, trademarks, patents, designs, protection of confidential information, whether arising under statute or otherwise.

"Order" means an order by You ("the Customer") to purchase Goods from House of Jewellery.

"Product List" means the list of Goods displayed on the House of Jewellery Internet site as amended from time to time.

"Service Fee" means the fee payable to House of Jewellery in respect of delivery of the Goods and handling costs associated with processing You ("the Customer")r Order as advised by House of Jewellery from time to time.

2. THE AGREEMENT

2.1 What is the Agreement?

The entire agreement between You ("the Customer") and House of Jewellery for the purchase of Goods by You ("the Customer") from House of Jewellery is:

- (a) these Conditions; and
- (b) the terms of the Order.

2.2 When the Agreement is formed

An agreement exists between You (“the Customer”) and House of Jewellery once:

- (a) House of Jewellery accepts an Order; or
- (b) House of Jewellery receives the Order and does not reject it within fourteen days.

2.3 Each Order is a separate agreement.

2.4 Set-Off

If You (“the Customer”) owe money to House of Jewellery under one agreement, House of Jewellery may set-off that money against any money that You (“the Customer”) owe to House of Jewellery under another agreement. If House of Jewellery owes money to You (“the Customer”) under one agreement House of Jewellery may set-off that money against any money that it owes You (“the Customer”) under another agreement.

3. CUSTOMER APPLICATION

3.1 Application to be completed

You (“the Customer”) must complete a customer application before placing an Order for Goods on House of Jewellery. You (“the Customer”) warrant that all information and data provided by You (“the Customer”) in the customer application is accurate, complete and up to date. You (“the Customer”) will promptly inform House of Jewellery if there is any change to this information or data.

3.2 Set up costs

You (“the Customer”) are responsible for any costs associated with accessing the House of Jewellery site and placing orders for Goods on House of Jewellery including any Internet provider fees.

3.3 Delivery area

In order to purchase Goods from House of Jewellery, the Delivery Address which You (“the Customer”) nominate will need to be within a location where House of Jewellery provides delivery services. House of Jewellery will advise You (“the Customer”) if the Delivery Address which You (“the Customer”) nominate ceases to be in an area where House of Jewellery delivers goods.

House of Jewellery will not be obliged to continue to deliver Goods to You ("the Customer") if You ("the Customer") change your Delivery Address and the new Delivery Address which You ("the Customer") nominate is not in an area within which House of Jewellery delivers goods.

4. PURCHASE ORDERS & DELIVERY OF GOODS

4.1 Orders

You ("the Customer") will place an Order on House of Jewellery by selecting Goods and pressing the "Submit Order" button. Orders will be deemed to have been received by House of Jewellery at the time of successful transmission of the Order.

4.2 Delivery of the Goods

House of Jewellery will deliver the Goods to You ("the Customer") at the Delivery Address, within the time agreed with You ("the Customer").

4.3 Authorised receipt of Goods

Anyone at the Delivery Address who receives the Goods shall be presumed by House of Jewellery to be authorised to receive the Goods. House of Jewellery may request that the person who receives the Goods at the Delivery Address provide satisfactory evidence of proof of age. House of Jewellery may refuse to deliver the Goods if the person receiving the Goods is unable or unwilling to provide satisfactory evidence of proof of age.

House of Jewellery may refuse to deliver liquor to a person who is intoxicated or not of the appropriate legal age.

4.4 Service Fee

If required by House of Jewellery, You ("the Customer") shall pay to House of Jewellery the Service Fee (or such other fee as may be specified by House of Jewellery) in respect of each Order.

4.5 Additional Delivery Fee

If there is no-one at the Delivery Address or no-one of appropriate age to receive and pay for the Order when the Order is delivered House of Jewellery may charge You ("the Customer") and You ("the Customer") shall pay an additional Delivery Fee.

If the Order is not collected from a Pick Up Centre within a reasonable time, or if You ("the Customer") wish to arrange a new pick up time, an additional handling fee will apply.

5. RISK & TITLE IN THE GOODS

5.1 Risk and Title

Property and risk in the Goods passes to You (“the Customer”) upon delivery and payment of the Goods to the Delivery Address.

5.2 Returns or Refunds

If at any time You (“the Customer”) are not satisfied with the quality of the Goods You (“the Customer”) have purchased, You (“the Customer”) may call the House of Jewellery Call Centre at 416-368-1682 and a representative will assess Your (“the Customer’s”) request for a credit or refund of the purchase price.

6. PRICE OF GOODS & PAYMENT

6.1 Price of Goods

The price of the Goods as shown on the Product List is an indicative price only. The price You (“the Customer”) will pay for the Goods will be the price applicable at the time the Goods are processed and scanned for your order. House of Jewellery’s prices are subject to variation on a daily basis.

6.2 Service Fee

If applicable, you (“the Customer”) also agree to pay the Service Fee in respect of each Order.

6.3 Price Comparisons

The prices on the Product List will not necessarily correspond to the prices in at other wholesalers.

6.4 Total price estimate only

The total price for Goods purchased by You (“the Customer”) which appears on your Order and confirmation of your Order is an estimate only of the price payable for the Goods. Where random weight items are included in the Order, an actual price for these Goods will be calculated by House of Jewellery after the Goods are weighed. Upon delivery of the Goods, House of Jewellery will provide You (“the Customer”) with a register receipt specifying the total price for the Goods including the Service Fee.

6.5 Method of payment

(a) Payment upon Delivery of Goods

You (“the Customer”) shall pay for the Goods at the time of delivery. You (“the Customer”) may use your credit card (American Express, MasterCard, Visa), COD or cheque. For security reasons House of Jewellery does not accept cash, gift voucher or other payment for the Goods.

(b) Customer Accounts

Alternatively, You (“the Customer”) may make an application to set up a customer account with House of Jewellery. If your application is accepted You (“the Customer”) will be required to sign terms and conditions which will include details in relation to payment methods. At the time of each order, You (“the Customer”) will be required to select your payment method being on customer account. Unless otherwise agreed, in order to receive your goods, payment must be received by the selected payment method. In the event that your customer account is either suspended or closed pursuant to the terms and conditions of the Customer Account, this Agreement and/or facility may be either terminated or suspended by House of Jewellery.

7. OUT OF STOCKS & SUBSTITUTION

7.1 No rainchecks

House of Jewellery will not provide rainchecks in respect of Goods ordered by You (“the Customer”).

7.2 Substitution policy

When completing your Order, You (“the Customer”) will be invited to select a substitution policy in respect of Goods which are out of stock. House of Jewellery will use its best endeavours to ensure that all Goods ordered by You (“the Customer”) (and any agreed substitutes) are supplied to You (“the Customer”).

8. PACKAGING & LABELLING OF GOODS

House of Jewellery aims to include in the Product List up-to-date details of the Goods. At times, the picture of the Goods on the Product List may differ from the Goods actually supplied to You (“the Customer”). House of Jewellery does not warrant the accuracy of the information contained in the Product List and recommends that You (“the Customer”) read the labels on Goods carefully before using the goods.

9. LICENCE

From time to time, House of Jewellery may provide You (“the Customer”) with the option to install and/or download software onto your computer. You (“the Customer”) acknowledge that You (“the Customer”) are not permitted to

make any other use of this Software unless given prior written authorisation by House of Jewellery.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 You ("the Customer") acknowledge that House of Jewellery owns all Intellectual Property Rights in House of Jewellery including processes, code and product lists. You ("the Customer") agree that You ("the Customer") will make no representation to the contrary, and that You ("the Customer") must not use or copy House of Jewellery in any manner which is inconsistent with the rights of the owner or licensee of such Intellectual Property Rights.

10.2 You ("the Customer") acknowledge that any trademarks or logos which appear on the House of Jewellery site are owned by or licensed to House of Jewellery, and that You ("the Customer") must not do anything to prejudice the rights of the trademark owner or licensee to such trademarks or logos.

11. LIABILITY

11.1 You ("the Customer") acknowledge that House of Jewellery is provided "AS IS" and that House of Jewellery is not making and has not made any warranty or representation as to House of Jewellery's suitability for any particular purpose. You ("the Customer") agree that in using House of Jewellery, You ("the Customer") are not relying on any statement or representation made by House of Jewellery which is not expressly contained in this Agreement.

11.2 You ("the Customer") agree that any liability of House of Jewellery arising out of or in connection with any breach of any express or implied warranty or condition in respect of goods or services supplied to You ("the Customer") through use of House of Jewellery (other than a condition or warranty implied by legislation which does not permit House of Jewellery's liability to be limited as stated in this clause 11.2) will, at the election of House of Jewellery be limited to:

- (a) if the condition relates to goods, the replacement of the goods or the supply of equivalent goods; and
- (b) if the condition relates to services, the supplying of the services again or the payment of the cost of having the services supplied again.

11.3 You ("the Customer") agree that the entire risk arising out of installation, down loading, use or performance of any software remains with You ("the Customer"). To the extent permitted by law, You ("the Customer") release and discharge House of Jewellery and its related corporations from all forms of direct, special, indirect or consequential loss or damage (including loss of profits, loss of data or loss or damage that may reasonably have been supposed to have been in the contemplation of the parties as at the date of this Agreement) arising out of or in connection with House of

Jewellery or this Agreement, including, without limitation, loss or damage caused by the negligence of House of Jewellery or its related corporations.

12. USERNAME AND PASSWORD

You (“the Customer”) agree to take responsibility for the safekeeping of your user name and password. You (“the Customer”) are liable if your user name and password are used by an unauthorised person. You (“the Customer”) agree to release and indemnify House of Jewellery in relation to any liability arising out of the unauthorised use of your user name and/or password.

13. NOTIFICATION OF CHANGES

House of Jewellery may add to, delete, or otherwise change any of the terms of this Agreement by giving You (“the Customer”) notice as provided in clause 16. Your use of the House of Jewellery Service after notice will constitute your deemed acceptance of such changes.

14. PRIVACY & SECURITY

For details on the House of Jewellery Privacy & Security Statement, please refer to the Privacy & Security hyperlink on the Home Page.

15. TERMINATION

House of Jewellery may terminate or suspend this Agreement at any time by delivering notice (as specified in clause 16) or by sending You (“the Customer”) a system message advising that your shopping privileges have been removed. If this occurs, Termination of this Agreement shall be effective the day notice is sent or such later date as specified in the notice.

16. NOTICES

House of Jewellery may give notice to You (“the Customer”) by electronic mail, conventional mail to your address contained in the membership registration information or notice posting on the House of Jewellery website. You (“the Customer”) may give notice to House of Jewellery by electronic mail to info@houseofjewellery.com

17. PROVISIONS ARE SEVERABLE

Each provision of this Agreement (including these Conditions) are severable. Severance does not affect any other provisions.

18. CANADIAN LAW APPLIES

The laws of Canada govern this Agreement.

House of Jewellery Privacy Policy

House of Jewellery wants to demonstrate its commitment to your privacy, it has agreed to disclose its information practices and have its privacy practices reviewed by You (“the Customer”), the customer. If You (“the Customer”) have any concerns or questions over these policies we invite your feedback.

Information Collection

We collect information on from customers and visitors to our site, when they choose to register or place an order with us. To ensure easy shopping and timely product delivery we ask for information including your name, address, email address, phone number and credit card or other payment information.

All of these are necessary for purchase and quick communication with You (“the Customer”) about the status of your order. Should You (“the Customer”) wish to change your information, please edit your profile.

We also collect information relating to site management including Browser Type, visiting IP addresses, and server information from consumers who write to us about technical problems. In addition, we collect aggregate information on pages visited, and information volunteered by consumers, such as survey information and/or site registrations.

Information Use

Persons and customers who supply us with their telephone numbers online may receive telephone contact from us with information regarding orders they have placed online to ensure quality service.

The information we collect is only used to (1) improve the content of our web site, customer service, and provide technical support (2) customise the **content and/or You (“the Customer”) of our page for individual consumers**, and (3) contact consumers about updates to our web site and for marketing purposes.

This information is not shared with other organisations for commercial purposes. This means we will not distribute, sell or rent You (“the Customer”)r name or personal information to any third party. If You (“the Customer”) are registered, You (“the Customer”) may request us to remove You (“the Customer”)r name from our lists at any time.

Sharing of Information

House of Jewellery may share non-personal, non-individual information in aggregate form with its franchise partners for research or business development purposes. We will not tell any parties that You (“the Customer”)

purchased a specific product, but we may tell them how many customers purchased a product

Opt out/Update Personal Information

Your name will be removed from our email list if You (“the Customer”) request not to be contacted for future promotions or purchases.

If You (“the Customer”) use this site, You (“the Customer”) are responsible for maintaining the confidentiality of your account and password, for restricting access to your computer, and You (“the Customer”) agree to accept responsibility for all activities that occur under your account or password. House of Jewellery does not sell products to children, but it sells them to adults, who can purchase with a credit card. If You (“the Customer”) are under 18, You (“the Customer”) may use House of Jewellery only with involvement of a parent or guardian. House of Jewellery reserves the right to refuse service, terminate accounts, or cancel orders at their sole discretion.

Cookies

Both session and non session cookies are used by House of Jewellery to enhance Your (“the Customer”) shopping experience. Saving carts, shopping lists, addresses, and setting personal preferences are all features made possible by the use of cookies. In addition, cookies are used in conjunction with some partners to gather aggregate data to better serve your needs. By accepting cookies, You (“the Customer”) can take full advantage of our site shopping experience. Should You (“the Customer”) wish to trace cookies or disable them, please see the "help" section of your browser. Please be aware that disabling cookies will prevent You (“the Customer”) from shopping with us.

Security

To protect our members, we use Secure Socket Layer (SSL) technology to encrypt the information You (“the Customer”) send us when You (“the Customer”) place Your (“the Customer”) order. The information is encrypted on Your (“the Customer”) computer, sent through the Internet as jumbled code, and decoded on House of Jewellery’s secure server. It cannot be read in transit.

Policy Changes and Miscellaneous Information

We intend to cooperate fully should a situation arise where we are required by law or legal process to provide information about a customer. Any changes to our Privacy Policy will be posted here.

If a person wishes to monitor changes in this policy, he or she should check this page for updates periodically.

Please contact our Customer Care Desk if You (“the Customer”) have any questions about our privacy policies or any of House of Jewellery’s other policies.