

JEWELRY TRADING NETWORK

TERMS OF USE

Introduction

Jewelry Trading Network (JTN) is an online network for professionals in the jewelry and gem business. It is intended as an open community where these professionals can discuss various issues confronting the industry and their businesses, as well as to share helpful information and to assist members in increasing their business. All use of JTN is subject to these Terms of Use, and all members of the community are required to comply with these Terms of Use.

Posting Guidelines

All posts (including original posts, comments, rebuttals or any other information that is posted or uploaded onto JTN) are subject to the rules and restrictions set forth herein, as well as all requirements of federal, state and local laws. JTN reserves the right to amend or supplement these rules and restrictions at any time, with or without prior notice.

The following activities are strictly prohibited on JTN:

- Profanity;
- Offensive Language;
- Bullying or intimidation;
- Remarks aimed at race, religion, gender, national origin, ethnicity or sexual orientation;
- Links to any external website (links to other Facebook pages are allowed, so long as such pages comply with these requirements);
- Violations of copyrights or trademarks, or postings intended to otherwise compromise intellectual property;
- Advertisements, other than postings of items for sale that otherwise comply with these Terms of Use;
- Pornography or adult content;
- Spamming;
- Personal attacks of any kind; and
- Defamatory or libelous comments.

Common courtesy and respect are expected with respect to any posting on JTN, including any comment or reply with respect to one's own or another member's posting. This is a forum created by jewelry and gem professionals for jewelry and gem professionals. Any members who are found to treat other members with anything other than respect may have their membership privileges revoked.

The membership list of JTN is the sole property of JTN. No mass e-mails, flooding or spamming is allowed, and any member who participates in any of the foregoing, or in any other harassing or disruptive behavior, may have their membership privileges revoked.

JTN is provided as a service to its members. As such, JTN is not responsible for the content of any posting, comment or reply found on JTN. JTN strongly encourages members to comply with not only these Terms of Use, but also with the guidelines of respect, fair dealing and good faith.

Members may post items for sale to other members on JTN, but such offerings are subject to the following requirements:

- Listings are limited to one item, or group of related items, per post. No inventory lists or similar listings are permitted.
- No more than five (5) photographs per post.
- Once an item is posted for sale, it shall not be re-listed on JTN for at least one (1) week.
- All information must be accurate and complete, including quality, clarity, grade, rating or other information a reasonable buyer would deem necessary or relevant.
- Any listed items must be available for immediate sale as of time of listing, and will be delivered to any JTN member who is willing to pay the listed price therefor.
- Once an item is ordered, payment must be promptly made.
- Any member who is found to engage in fraud, deceit or other bad faith or deceptive trade practice shall be suspended from JTN.

JTN reserves the absolute right to be exercised or not exercised in JTN's sole discretion, to suspend or terminate the membership or posting privileges of any individual or entity that violates these Terms of Use.

JTN shall have no responsibility with regard to any sale that is made between members, or in any other way arising out of a posting on JTN. All purchaser and sellers are encouraged to perform their own due diligence with regard to any transaction, and shall be responsible for compliance with all applicable laws and regulations (including without limitation sales tax and anti-money laundering statutes). All such purchase and sale transactions are undertaken at the member's/seller's/buyer's sole risk, and without any warranty or representation by JTN.

Enforcement:

JTN shall have the option, to be exercised in its sole discretion, to suspend the privileges of any member who is found to have violated these Terms of Use or to have otherwise acted in a way that is detrimental to JTN or any member of JTN, including the failure to consummate a good faith business transaction that arises from any posting on JTN. JTN reserves the right to revoke the membership of any person who is found to have either repeatedly violated these Terms of Use or to have otherwise acted egregiously, in JTN's sole determination. The decisions of JTN in this regard shall be final, it being understood that this forum is one of invitation only, and that membership is a privilege granted by private contract, and shall not be a public right of any kind.

JTN also reserves the right to remove any posting or comment that (i) violates the Terms of Use, (ii) JTN finds to be detrimental to the operation or maintenance of JTN; or (iii) JTN finds to be offensive or offensive to any member of JTN or member of the general public. JTN shall bear no liability for any such removal, it being understood that JTN serves as the sole arbiter of what is an appropriate post on JTN.

If any person believes that any member or other person is violating these Terms of Use, such person is encouraged to report any suspected violation to JTN. JTN will endeavor to maintain the secrecy of any reporting person, provided disclosure may be required with respect to the pursuit of any civil or criminal matter.

Disclaimer; Waiver of Claims

MANY JURISDICTIONS HAVE LAWS PROTECTING CONSUMERS AND OTHER CONTRACT PARTIES, LIMITING THEIR ABILITY TO WAIVE CERTAIN RIGHTS AND RESPONSIBILITIES. JTN RESPECTS SUCH LAWS; NOTHING HEREIN SHALL WAIVE RIGHTS OR RESPONSIBILITIES THAT CANNOT BE WAIVED.

JTN is intended as a private network, owned and administered by the owner thereof as it determines in its sole discretion. JTN is not intended as a public accommodation, and membership (both initial admission and continued membership) of any individual is in the sole discretion of the owner of JTN, and may be revoked at any time.

To the extent permitted by law, (1) we make no promise as to JTN, its completeness, accuracy, availability, timeliness, propriety, security or reliability; (2) members' access and use are at each member's own risk, and JTN is provided "AS IS" and "AS AVAILABLE"; (3) JTN is not liable for any harm resulting from (a) user content; (b) user conduct, e.g. illegal conduct; (c) members' use of JTN; or (d) any representations made by JTN; (4) all members, to the extent allowed by applicable law, waive any claims as such members may have against JTN with respect to any content now or at any time located on JTN; (5) all members, to the extent allowed by applicable law, waive any claims as such members may have against JTN with respect to any item that is advertised for sale on JTN, it being expressly understood and acknowledged that JTN has no knowledge with respect to any item now or at any time located on JTN; (6) JTN AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES, DISCLAIM ALL WARRANTIES & CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT; AND (7) JTN IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS.

With respect to any item that is posted as available or for sale on JTN, all members acknowledge that such posting is not by or on behalf of JTN in any way, nor is any purchase or offer to purchase with respect thereto. JTN has no knowledge of the existence, quality, condition or value of any item posted on JTN, or the creditworthiness of any person attempting to purchase a posted item; it being acknowledged that all members bear the responsibility of their own due diligence prior to entering into any transaction with respect to an item that has been posted on JTN. As such, all members do, to the extent permitted pursuant to applicable law, hereby waive any claims against JTN as such members now or at any time have with respect to any items advertised on JTN as for sale or available, including without limitation claims arising out of (i) the knowing or unknowing misrepresentation as to an item's existence, quality, condition or value, (ii) the failure to deliver any item after payment has been made; (iii) the failure to pay for any item purchased after same was posted on JTN, (iv) the dishonor of any check, ACH, credit card payment or other form of payment, or (v) any other bad faith or dishonest business dealings as undertaken by any member of JTN or other person posting on JTN.

All members agree (1) any claim, cause of action or dispute ("Claim") arising out of or related to JTN or the use thereof is governed by Florida law regardless of any member's

location or any conflict or choice of law principle; (2) Claims must be resolved exclusively by state or federal court in Palm Beach County, Florida (except that JTN may seek injunctive remedy anywhere); (3) to submit to personal jurisdiction of said courts; (4) any Claim must be filed by 1 year after it arose or be forever barred; (5) not to bring or take part in a class action against JTN; (6) to indemnify JTN for any damage, loss, and expense (e.g. legal fees) arising from claims related to the claiming Member's JTN use; and (7) members are liable for breaches of these Terms of Use by affiliates (e.g. marketers) paid by such members, directly or indirectly.

Ownership; Contact

JTN is the property of Jewelry Trading Network, LLC, 1825 NW Corporate Boulevard, Suite 110, Boca Raton, Florida 33431. Any use of the term "Jewelry Trading Network" or of any content at any time found on JTN, without the prior written permission of JTN is strictly prohibited, and any unauthorized use shall be prosecuted to the fullest extent of applicable law. Requests for such permission, or any other correspondence, shall be addressed to JTN at: Jewelry Trading Network, LLC, 1825 NW Corporate Boulevard, Suite 110, Boca Raton, Florida 33431, _____@_____.com.