

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE:

M/s Golden Gazelle, (hereinafter referred to as the Golden Gazelle which term shall be deemed to mean and include the proprietors, successors in business, employees, agents, assigns, commissioned contractors and legal heirs) provides an on-line platform for buying and selling of jewelry under the brand name Golden Gazelle.

THE PROVISIONS GOVERNING THE USE OF WEBSITE:

www.goldengazellegems.com

These Terms of Use set forth the legally binding terms of your use of the website www.goldengazellegems.com including all content available through the Golden Gazelle domain name (herein after collectively referred to as the 'Website') The Terms of Use apply to Browsers/Viewers and/or Members/Subscribers of the Company website. The term Members/subscriber includes any individual, firm, association of persons, company who register with the Website by creating an account with a unique email ID and password (Credentials) to access your respective accounts. You may not have more than one active account. Additionally, you are prohibited from selling, trading, or otherwise transferring your Credentials or account to another party. The term 'Browser/Viewer' means any individual, firm, company, association of persons who visit and browse the contents of the website and may or may not be potential customers. In case you choose to be a Browser/Viewer, you may be required to provide/share certain personal data which is governed by the Privacy Policy.

By browsing and/or subscribing to the Website, you signify your assent to the terms and conditions ("Terms of Use") and the terms and conditions of the 'Privacy Policy' of the Company's, which is published on the Website for reference. In addition, when using particular services provided by us such as viewing any content, or purchasing/returning/cancelling any order if any, you shall be subject to any additional guidelines or rules applicable to such services.

Kindly print these Terms of Use or save a copy of these Terms of Use for your records. If you do not agree to any of these terms, then please do not access or otherwise use this website or any other information contained in this website.

- **CHANGES**

We reserve the right at any time to change the Terms of Use including but not limited to suspend/cancel, discontinue a service at any time without notice and make modifications and alterations in any or all of the content, products, features and services or change/charge any fees for use of the services contained on the Website without prior notice. You will be deemed to have accepted such change/s if you continue to access the Website subsequent to such changes. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms and Conditions. Your continued use of the web site shall be deemed your consent to such changes.

- **ELIGIBILITY**

You must be 18 years of age or older to visit or use Golden Gazelle in any manner. By visiting the Website or accepting these Terms of Use, You represent and warrant to Golden Gazelle that You are 18 years of age or older, and that You have the right, authority and capacity to use the Web Site and agree to and abide by these Terms of Use. You also represent and warrant to the Company that You will use the Website.in in a manner consistent with any and all applicable laws and regulations.

- **LICENSE and WEBSITE ACCESS**

Golden Gazelle grants you a limited license to access the Website for personal use. This license does not include any downloading or copying of account information for the benefit of another vendor or any other third party; caching, unauthorized hypertext links to the Website and the framing of any Content available through the Website, uploading, posting, or transmitting any content that you do not have a right to make available (such as the intellectual property of another party); uploading, posting, or transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; any action that imposes or may impose (in Golden Gazelle's sole discretion) an unreasonable or disproportionately large load on Golden Gazelles infrastructure; or any use of data mining, robots, or similar data gathering and extraction tools. You may not bypass any measures used by Golden Gazelle to prevent or restrict access to the Website. Any unauthorized use by you shall

terminate the permission or limited license granted to you by Golden Gazelle.

- **THIRD PARTY WEBSITES**

The Website may contain links to third party websites that are not owned or controlled by Golden Gazelle. Golden Gazelle has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party websites. In addition, Golden Gazelle will not and cannot censor or edit the content of any third party site. By using third party website, you expressly relieve Golden Gazelle from any and all liability arising from your use of this Website and any third party website as aforesaid.

- **OWNERSHIP OF CONTENTS and INTELLECTUAL PROPERTY RIGHTS**

The Website contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of Golden Gazelle (collectively referred to as the "Content"). The Content includes Product Descriptions. The Content is owned by Golden Gazelle. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from Golden Gazelle. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of Golden Gazelle ("Golden Gazelle Trademarks") used and displayed on the Website whether registered and/or unregistered trademarks or service marks are the proprietary of Golden Gazelle. Nothing in this Terms of use should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without Golden Gazelle's prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is

prohibited unless establishment of such a link is approved in advance by Golden Gazelle in writing. All goodwill generated from the use of the Golden Gazelle Trademarks accrues to Golden Gazelle's benefit. The Designs of the product have been conceived for or by Golden Gazelle and all copyright in the Designs and the artwork vests with Golden Gazelle. Any unauthorized use of the product designs, photographs of products would make you liable for copyright infringement.

- **THE PRODUCTS and PRICING;**

- ***Product Availability***

Golden Gazelle has the sole discretion to price the product available on the Website. If you are interested in a product which is currently not in stock, you can email admin@goldengazelle.com and Golden Gazelle will let you know when the Product will be back in Stock. There may be a likelihood of the product going out of stock because of the sudden surge of orders and Golden Gazelle has been unable to post timely notifications of non-availability of the product. If this happens after you have received the dispatch confirmation email, for that Product, Golden Gazelle will contact you directly to discuss possible options (please see Cancellation Policy).

- Golden Gazelle pricing is calculated using current precious metal and gem prices to give you the best possible value. These prices do change from time to time, owing to the fluctuations in prices of precious metal and gems. Golden Gazelle prices are also subject to change without notice. Golden Gazelle apologizes for any inconvenience that this may cause

- Product prices may be inaccurately displayed on the Site due to system or typographical errors. While Golden Gazelle makes every attempt to avoid these errors, they may occur. Golden Gazelle reserves the right to correct any and all errors when they do occur, and Golden Gazelle does not honor inaccurate or erroneous prices. If you purchase a Product with a listed price that is lower than its actual price, Golden Gazelle will, at its discretion, either contact you to notify you of the correct price before shipping the Product or

cancel the order and notify you of such cancellation. If the order has been shipped, you agree to either return the Product or pay the difference between the actual and charged prices.

Golden Gazelle does not negotiate prices on Golden Gazelle Products and all Golden Gazelles prices are final

➤ ***Product Descriptions***

Golden Gazelle makes every attempt to ensure that Golden Gazelle's online catalogue is as accurate and complete as possible. To give you the opportunity to view the Products in great detail, some Products may appear larger or smaller than their actual size in Golden Gazelle's photographs; and since every computer monitor is set differently, color and size may vary slightly.

Golden Gazelle's objective is to provide you with as much information and detail about your prospective purchase as possible so that you can get the details of a particular item.

Golden Gazelle does not allow comparison purchasing. Comparison purchasing is the act of buying several items with the intent of keeping the one you like best and returning the remainder. This causes undue restocking and inventory overhead and can be very costly.

➤ **Certificate**

Golden Gazelle will provide a Certificate for Products that you purchase. The Certificate sets forth Golden Gazelle's statement regarding the verification of a Product pursuant to Golden Gazelle's Expert examination of the Product. Your sole and exclusive remedy for a material misstatement by Golden Gazelle on a Certificate for a particular Product is the return/cancellation of such Product and a refund of the purchase price

- **PAYMENT MODES AND INFORMATION ON PLACING THE ORDERS**

The following options are available for making payment against purchase:

- i. Cash on Delivery
- ii. Credit Card/Debit Card
- iii. /Internet Banking/Mobile banking

Payment by credit card/debit card/internet banking/mobile banking are subject to the terms and conditions and privacy policy of the payment gateway. Golden Gazelle has no control over information shared with the payment gateway, and is not liable for any misuse of information shared with the payment gateway.

When an order is placed you will receive the following by way of order , dispatch and delivery confirmation:

Order Confirmation No. – A Number that will be generated and communicated to you on placing the order.

Dispatch Confirmation No. – A Number that will be generated on dispatching the Product

Delivery Confirmation No. – A Number that will be generated on having the Product delivered to your address.

- **GiGi WALLET**

The GiGi Wallet is also subject to these terms and conditions. Any information shared at the time of opening the GiGi Wallet are subject to the privacy policy. Golden Gazelle has no control when reference names are shared with Golden Gazelle and Golden Gazelle is not liable to member /user when any name is shared with Golden Gazelle. Kindly note that GiGi Wallet points cannot be converted to cash and are redeemable only against purchase.

- **SHIPPING and SHIPPING POLICY for RETURNS, CANCELLATIONS and BUY BACK.**

- We offer FREE Return Shipping. You'll receive complimentary return shipping on all resizing, exchanges, or refunds for all products returned to Golden Gazelle within 30 days from the date of receipt of the Product.

Once an order is placed with Golden Gazelle and the Product is shipped, you will get an order confirmation Number.. Once the Product is dispatched, you will receive a dispatch confirmation Number. on your account and upon delivery of the Product to your address, you will receive a delivery confirmation No. If you wish to return Golden Gazelle Product, you can do so within 30 days of receipt of the Product, after which Golden Gazelle will not entertain any requests for return and refund. The period shall be calculated from the date of delivery of the Product to you to the date the Product is received by Golden Gazelle.. We will ensure that the entire amount is refunded to you within 20 working days subject to the below mentioned conditions.

- In the unlikely event that any Product you have ordered from us is not received in good condition, is damaged or defective, or if Product delivered is different from what you had ordered, or anything reason whatsoever, you may return the Product unused, and in the same condition as you received it, in its original packaging along with original tags, product certificate, delivery confirmation no. sent to you on delivering the Product, invoice and valuation report for a refund. Any defects should be brought to Golden Gazelles attention upon delivery of the Products.
- This refund is subject to confirmation that the returned Product is a Golden Gazelle product, by our skilled quality assurance team and on verification that the packaging of the same is complete with all the documents like valuation report, original invoice and original tags.
- Upon receipt of Product, Golden Gazelle shall evaluate each Product to determine that it is an authentic Golden Gazelle product Any Product that fails to meet Golden Gazelles quality and authenticity standards will be returned to you, at your expense. If any Product provided to Golden Gazelle hereunder is found to be counterfeit, Golden Gazelle reserves the right to confiscate such Product and provide the Product and any other information

(including, your personal information) requested by the person, government authority or agency looking to trace the origin of such counterfeit Product.

- Return, Buy Back and Cancellation Policy is not applicable for products that are ordered with specific indications like, customization, engraving, purchase using promotion code or by discount coupon.
- The responsibility of safe shipping of the returned/ buy back product to Golden Gazelle is on the Purchaser. Golden Gazelle does not assume any responsibility of the returned product until the same is received by Golden Gazelle. In case of a Return/Buy Back, you will contact Golden Gazelle via phone, email or messenger (located on the website) to request for a Return or Buy Back. Upon receipt of the email/message, Golden Gazelle will organize a pick up from your address as stated by you within 3-5 working days. The details of the Courier Service picking up the article will be emailed to you on the email you have given to Golden Gazelle and/or messaged to you on your registered mobile number. Upon receipt of the product by Golden Gazelle, you will receive an email/message (Receipt email) acknowledging receipt by Golden Gazelle of the product forwarded to Golden Gazelle for Return/Buy Back and the condition in which it was received. Golden Gazelle will give you an option of either opting for crediting points in the GiGi Wallet or a refund. In case you do not write back to Golden Gazelle within 10 days of receipt of the Receipt Email, and exercise the option, Golden Gazelle shall assume and work on the premise that you want a refund. In case payment was made by internet banking/mobile banking , the amount will be refunded to the bank account only as per the details provided by you. In case of purchases made by Cash On Delivery, the amount will be converted to GiGi Points and kept in the GiGi Wallet for future use unless expressly stated by you otherwise. In case you exercise the option of not converting the purchase amount in to GiGi Points in case of COD, the amount will be returned to your bank account as per the details provided by you. Kindly note that in case of refund of purchases made fully or partly using GiGi Points, the points will be added back in the GiGi Wallet for future use. In case of prepaid orders such as credit/debit card. , the amount will be credited to the payment source. In case of refund against a purchase made by debit card/credit card refund and time period for refund will be in accordance with the rules of the Credit card/debit card company and Golden Gazelle will not be responsible for delays.

- Shipping of the order from www.goldengazellegems.com Website are very safe, secure and hassle free. All our products are insured during the in transit by "The New India Assurance Co."(name of the insurance company)

- **BUY BACK POLICY**

- Golden Gazelle buy back policy is applicable for all Products purchased from Golden Gazelle after 30 days of receipt of the Product. .
- The buyback policy is subject to the approval of our Quality check and assurance team Golden Gazelle reserves the right to calculate the buyback amount of the Product depending on the final evaluation by our quality check team. While forwarding the Product for a buyback you are required to send the original invoice, Certificate, in addition to the Product. Loss of the original invoice/ certificate would result in a deduction of Rs. 500
 - The current rate of gold, diamonds, platinum, silver is applicable at the time of buyback.
 - Refund in case of Buy Back will be made via online bank transfer within 20 days of receipt of the Product. In case payment was made by internet banking/mobile banking, the amount will be refunded to the bank account only as per the details provided by you. In case of purchases made by Cash On Delivery, the amount will be converted to GiGi Points and kept in the GiGi Wallet for future use unless expressly stated by you otherwise. In case you exercise the option of not converting the purchase amount in to GiGi Points in case of COD, the amount will be returned to your bank account as per the details provided by you. Kindly note that in case of refund of purchases made fully or partly using GiGi Points, the points so used will be added back in the GiGi Wallet for future use. In case of prepaid orders such as credit/debit card, the amount will be credited to the payment source. In case of refund against a purchase made by debit card/credit card refund and time period for refund will be in accordance

with the rules of the Credit card/debit card company and Golden Gazelle will not be responsible for delays

- **CANCELLATION POLICY:**

- In case of any discrepancy Golden Gazelle can cancel any of the orders within 2 days of sending out the order confirmation email. A few reasons for cancellation from our end usually include limitation of the product in the inventory, error in pricing, error in product information etc. Golden Gazelle also has the right to check out for extra information for the purpose of accepting orders in a few cases. Golden Gazelle makes sure to notify you if in case your order is cancelled partially or completely or if in case any extra data is required for the purpose of accepting your order.
- Once you place the order, such order can be cancelled from your end within 2 days of the receipt of the order confirmation email. No order for cancellation will be entertained if received after 2 days from the receipt of the order confirmation email.. Once the request of cancellation is received by Golden Gazelle, we make sure to refund the amount by transferring the money to the bank account within 20 working days. The purchase /refund amount will be converted to points to be credited to GiGi Wallet, only if you expressly exercise such option within the stipulated time mentioned above. In case payment was made by internet banking/mobile banking, the amount will be refunded to the bank account only as per the details provided by you. Kindly note that in case of refund of purchases made fully or partly using GiGi Points, the points so used will be added back in the GiGi Wallet for future use. In case of prepaid orders such as credit/debit card, the amount will be credited to the payment source. In case of refund against a purchase made by debit card/credit card refund and time period for refund will be in accordance with the rules of the Credit card/debit card company and Golden Gazelle will not be responsible for delays.

- If in case the amount is deducted from your account and the transaction has failed, the same will be refunded back to your account within 72 hours

- **WARRANTIES**

The nature of the Product is such that there is no Warranty on the Product. However, in case of any defect in the Product, you may return it subject to our Return and Shipping Policy mentioned above.

Golden Gazelle makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the Website and the uninterrupted operability of the Website. You agree that the use of the Website and all the contents made available to you through the Website is at your own risk.

- **WEBSITE SITE RESTRICTIONS**

Users shall not use the Website in order to host, display, upload, modify, publish, transmit, update, distribute, share, store or destroy material, including without limitation any content on the Website

1. in violation of any applicable law or regulation.
2. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property or proprietary rights of others or violate the privacy, publicity or other personal rights of others.
3. that belongs to another person and to which the User does not have any right to.
that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, threatening, abusive or hateful or racially, ethnically objectionable, disparaging, relating to/or encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever.
4. harm minors in any way.

5. deceives or misleads the addressee about the origin of such message or communicates any information which is grossly offensive or menacing in nature.
6. impersonate another person or entity.
7. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of customers computer systems or Website.
8. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or of public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or insulting any other nation.

Users are also prohibited from violating or attempting to violate the security of the Website, including, without limitation the following activities:

1. accessing data not intended for such User or logging into a server or account which the user is not authorized to access
2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization
3. attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to any website, overloading, "flooding", "spamming", "mail bombing" or "crashing";

● **REGISTRATION INFORMATION**

When the User/Subscriber registers with the Company, certain information will be required to be provided by them, including without limitation, a valid name, address, contact number, email ID. The Registration services are free of charge. In addition to the Terms of Use and Privacy Policy, you agree that Golden Gazelle may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. Golden Gazelle will not disclose to any third party your name, address, e-mail address or telephone number without your prior

consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant.

The User/Subscriber is responsible for maintaining the password and confidentiality of the account access information. The User/Subscriber shall be responsible for their use of the Website registrations whether or not authorized by them. The Users/Subscribers are not authorized to share their password or other account access information with any other party, temporarily or permanently, and breach of this obligation may tantamount to disabling the Account. The User/Subscriber agrees to immediately notify Golden Gazelle of any unauthorized use of your Account, and passwords and any change in the Registration details therein.

- **LIABILITY DISCLAIMER:**

Golden Gazelle shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the Website, your or your company's personal information or material and information transmitted over our system. In particular, neither the website owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission in the Product, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption. .

- Golden Gazelle shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time
- Golden Gazelle will not be held liable for any personal injury or property damage of any nature resulting from the access and use

of the Website, or due to any virus, bug or other interruption or cessation from the Website caused due to third party.

- Golden Gazelle will not be liable for any indulgence of cyber stalking, acts amounting to cybercrime, doing of any act which amounts to a nuisance or any other act violating any provisions of the law for the time being in force.
- Golden Gazelle shall not be held liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or other like causes. The Website shall have no responsibility to provide access to the Website while interruption of the Website is due to any such cause shall continue.
- Golden Gazelle shall not be held liable for any loss, damage or claim arising from any change in registration information, or resulting from any unauthorized use of User/ Subscribers account and passwords or from acting on any information posted by User or Subscriber

- **INDEMNITY**

The user/subscriber and, viewers agree to defend, indemnify and hold harmless Golden Gazelle, its affiliates, employees and agents, from and against any and all claims, causes of action, damages, obligations, losses, liabilities, fees (including attorney's fees) costs, debt, demands, recoveries, fines, penalties and expenses of any kind or nature arising from: (i) your use of and access to the Website; (ii) the violation or non-compliance of any term of these Terms of Use; (iii) the violation of any third party right, including without limitation any copyright, intellectual property right, or privacy right; or damage or loss to any Product forwarded by you to Golden Gazelle for return/buyback. This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

We reserve the right to disclosure of any personal information about the user/subscriber and viewer and the use of the Website including its contents,

without their prior permission if the Company has a good faith belief that such action is necessary to:

1. conform to legal requirements or comply with legal process;
2. protect and defend our rights or property;
3. enforce the Terms of Use;

➤ **ASSIGNMENT**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction

➤ **JURISDICTION**

These Terms of Use shall be governed by and construed in accordance with the laws of India and any dispute shall exclusively be subject to the jurisdiction of the appropriate Courts situated at Mumbai, India