

## FIRST DIAMONDS WEBSITE TERMS AND CONDITIONS OF USE

Our website (the "Site") is operated by BYL Diamonds (Pty) Ltd t/a First Diamonds ("First Diamonds", "we", "us" and/or "our") and has been created to provide our Site visitors ("you", "your") with information about our diamond products and services we provide. The following are the terms and conditions of use of the Site (the "Terms of Use") and First Diamonds reserves the right to update these Terms of Use at any time, without notice to you. By accessing the Site, you are agreeing to the Terms of Use and Privacy Policy (accessed at [www.firstdiamonds.co.za](http://www.firstdiamonds.co.za)) and if you wish not to be bound by these Terms of Use, you may not access, use, download, display or in any way copy or distribute the content of the Site.

All users of this Site who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or legal guardian to use the Site.

### 1. Intellectual Property Rights

All content of this Site, including but not limited to all data, trademarks, photographs, images, articles, publications, databases, know-how, graphics, cinematographic films, video clips, text and data relating to First Diamonds is the intellectual property of First Diamonds, and/or has been authorised for use by First Diamonds, unless otherwise stated, and may not be copied, reproduced, adapted, distributed, published, stored, modified, transmitted or recorded in any way without the express written consent from First Diamonds.

All rights to all intellectual property on this Site are expressly reserved.

### 2. Site Disclaimer

The content of this Site, including any hyperlinks to third party websites, is provided without warranty or representation of any kind, implied or otherwise. If you use or rely on such content you do so entirely at your own risk and you accept that First Diamonds and any of the legal entities in respect of which information are contained on this Site, or employees of First Diamonds, will have no liability to you in this regard for any damages whatsoever. Content may be removed or changed without notice. First Diamonds reserves all its rights in the content. Please notify us immediately if you have reason to believe that any of the content on this Site is incorrect or is used unlawfully by sending us an email at [reception@firstdiamonds.co.za](mailto:reception@firstdiamonds.co.za)

It is your responsibility to ensure prior to accessing this Site that it will be compatible with your hardware and/or software. First Diamonds makes no representations or warranties that the technology available from this Site is free from errors or omissions or will meet any particular criteria of performance or quality.

Furthermore, please take care that information, ideas and opinions expressed on this Site should not be regarded as professional advice or the official opinion of First Diamonds or any legal entity in respect of which information, ideas and opinions are expressed on this Site. Should you wish to rely on such information we recommend you verify the information.

In respect of any agreement being concluded with First Diamonds, please take note that the provisions of Part 2 of Chapter III of the Electronic Communications and Transactions (No. 25 of 2002) (hereinafter the "ECTA") are hereby excluded from applying to any electronic communications and data messages that you send to First Diamonds via this Site. Accordingly, any such communications will be regarded as having been received by First Diamonds when receipt is acknowledged in writing, which must not be an automated response, and valid agreements require an acceptance of an offer by First Diamonds.

Without derogating from the generality of the above, First Diamonds, nor any of its officers, directors and employees, shall not be liable for:

- o any interruption, malfunction, downtime or other failure of the Site or online services, our system, databases or any of its components, for reasons beyond our control;
- o any loss or damage with regard to your data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects;
- o any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities;
- o any event over which we have no direct control.

### **3. Use of this Site**

You may not post comments, statements or other materials on the Site that may be unlawful, obscene, defamatory or that may infringe copyright, trademarks or any other intellectual property rights. Any such

unlawful postings will immediately be removed from the Site, without notice or warning and First Diamonds cannot be held liable for any comments, statements of other materials posted on the Site.

Furthermore, you are strictly prohibited from using this Site for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.

Without derogating from the generality of the above, you must not:

- o post, transmit or otherwise make available, through or in connection with the Site anything that is or may be threatening, harassing, degrading, fraudulent, wrongful, obscene, indecent or otherwise objectionable;
- o harvest or collect personally identifiable information about other users of the Site;
- o restrict or inhibit any other person from using the Site (including hacking or defacing any portion of the Site);
- o use the Site to advertise or offer to sell or buy any goods or services without First Diamonds' express written consent;
- o reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, or access to the Site.

### **4. ECTA and disclosure of information**

Access to the services, content, software and downloads available from the Site may be classified as "electronic transactions" as defined in terms of the ECTA, and therefore you have the rights detailed in Chapter 7 of the ECTA and First Diamonds has, amongst others, the duty to disclose the following information:

#### The full name and legal status of First Diamonds

BYL Diamonds (Pty) Ltd t/a First Diamonds a private company in accordance with the Company Laws of the Republic of South Africa with registration number 2015/145946/07 is a and business address at 5th Floor, 33 Bree Street, Cape Town, South Africa.

#### Contact details

Telephone number: +27 (0)21 419 9999

Email address: reception@firstdiamonds.co.za

#### Website Address of this Site

<https://www.firstdiamonds.co.za/>

Physical address for receipt of legal services

5th floor, 33 Bree Street, Cape Town, South Africa, 8001

#### Main business

First Diamonds is a jeweller that designs, manufactures and sells/distributes diamond and other precious stone jewellery.

### Any costs/payment methods in respect of online transactions

The Site displays various goods sold by First Diamonds, which can be purchased by a consumer. If you are interested in purchasing any particular goods on the Site you can make contact with First Diamonds for a quotation for the cost of such goods.

Once an order is approved and confirmed, payment can be made by way of electronic bank transfer, the details of which First Diamonds will advise. Accordingly, there is no online payment gateway at present on this Site. The request for a quotation does not constitute an agreement between you and First Diamonds until you accept such quotation provided by First Diamonds, which will depend on availability of the goods.

### Records of transactions

Records of transactions may be obtained from First Diamonds on request.

## **5. Security**

First Diamonds reserves the right to institute any legal action against any person that delivers or attempts to deliver any damaging code to this Site or attempts to gain unauthorised access to any page on this Site.

## **6. Linking and Framing**

Should you wish to frame any page on this Site, in any way whatsoever, this may not be done without the prior written approval on First Diamonds. However, we are happy for you to link to the information that is hosted on this Site without seeking written approval, in the interests of advertising the First Diamonds' goods on the Site. Furthermore, our Site may contain various hyperlinks to third party operator websites over which we have no control and are only for convenience. Accordingly, First Diamonds disclaims all responsibility and liability in respect of the use of any such hyperlinks, whether directly or indirectly, or the websites to which such hyperlinks point. Hyperlinks found on our Site do not imply the endorsement of such links or the websites to which they point, by First Diamonds.

## **7. Severability**

These Terms of Use, along with First Diamonds' Privacy Policy which can be found here <https://www.firstdiamonds.co.za/wp-content/uploads/2020/04/FIRS-DIAMONDS-FIRST-DIAMONDS-WEBSITE-PRIVACY-NOTICE.pdf> constitute the relationship between you and First Diamonds. Any failure by First Diamonds to exercise or enforce any right or provision of these Terms of Use shall in no way constitute a waiver of such right or provision. If any term is not fully enforceable or valid for any reason, such term(s) shall be severable from the remaining terms and the remaining terms shall not be affected by such invalidity or unenforceability and shall remain enforceable.

## **8. Non-compliance**

Any non-compliance with our Terms of Use will be met with the disclosure of your information to law enforcement authorities and First Diamonds reserves the right to disallow access to this Site.

## **9. General**

These Terms of Use will be governed by and construed in accordance with South African laws.