



**ACCUEIL**   **INVESTIR**   **PLATEFORME**   **NORMES INTERNATIONALES**   **PRESSE**

**CONTACT**   **ACCÈS CLIENT**

## Terms and conditions

**Name: 4C CAPITAL**

**Seat : 279 Avenue Louise, Bruxelles, Belgique**

### I Introduction

1. Definitions
2. IP Address

An IP (Internet Protocol) address is the number that identifies each computer connected to the Internet.

2. [prestige-diamant.net](https://prestige-diamant.net)

**PRESTIGE-DIAMANT.NET provides services proposed by the site PRESTIGE-DIAMANT.NET or any other means fit for the carrying out of services associated with the purchase and sale of investment diamonds stored in vaults.**

3. Commission

The commission is the sum collected by PRESTIGE-DIAMANT.NET in exchange for its intervention as an agent of the buying or selling Member. The method of calculation is determined on the Charges page.

#### 4. Member Account

The Member account is represented by a user name and password provided by PRESTIGE-DIAMANT.NET and consists of the entirety of information communicated by the Member, actions s/he has taken on the site, access to services on the site that the Member is authorized to use, and actions by other Members regarding this Member.

#### 5. Asset Account

An asset account is an integral part of the Member account allowing the Member to know his/her financial situation in a given currency vis-à-vis PRESTIGE-DIAMANT.NET and to carry out operations relative to requested services.

#### 6. Cookies

A cookie is defined by the communication protocol HTTP as being a series of information sent by an HTTP server to an HTTP client (a navigator or browser) that the HTTP client returns during each interrogation of the same HTTP server.

#### 7. Identification Elements

Member identification consists of the public pseudonym of letters and a password of which the only holder is the Member.

#### 8. Storage Fees

The storage fees are the amount of money owed by the Member in the form of a lump sum or monthly subscription for the storage service. The method of calculation is determined on the Charges page of the website.

#### 9. Management Fees

Management fees are a fixed sum of money sent to PRESTIGE-DIAMANT.NET defined as a function of the characteristics of the service requested by the Member. Its method of calculation is determined on the Charges page of the website.

#### 10. Storage

Storage is the PRESTIGE-DIAMANT.NET service of protecting Members' investment diamonds in vaults insured for their value. The method of calculation of the fees for this service is determined on the Charges page of the website.

#### 11. The Site prestige-diamant.net

The website [www.PRESTIGE-DIAMANT.NET](http://www.PRESTIGE-DIAMANT.NET) and its annexes (blog, etc.), excluding sites

indicated by hypertext links which are only given for simple information.

## 12. Member

Any physical person or corporate body, over 18 years of age, registered with PRESTIGE-DIAMANT.NET and its site, and who can identify him/her/itself via the Elements of Identification.

## 13. Vault

It is the lot of entire diamonds or fractions held in an account by a Member.

## 14. Investment Diamond

Entire diamonds or fractions of diamond lots are considered « investment diamonds » or « invest diamonds » if their weight is between 0.5 and 2 carats, they have F, E or D color, VVS2, VVS1, IF or FL clarity, a very good or excellent cut quality, and weak or no fluorescence.

## 15. Retrocession

A retrocession is the sum of money sent to a selling Member by PRESTIGE-DIAMANT.NET at the end of the execution of a sale order, of which the amount is equal to the purchase price minus the commission and any applicable taxes. The method of calculation of this commission is determined on the Charges page of the site. The retrocession is sent to the asset account corresponding to the currency of the sale.

## 16. User

A user is a person, Member or not, who accesses the Site PRESTIGE-DIAMANT.NET via the Internet network or any other mode of communication allowing the use of services proposed by prestige-diamant.net.

## 17. Sponsor

A Member is considered a sponsor when PRESTIGE-DIAMANT.NET directly or indirectly recovers the contact information of a third party, a physical person or corporate body, likely to be interested in the products and services of PRESTIGE-DIAMANT.NET via this Member. The third party must become a Member for the first Member to be considered a sponsor and receive a possible commission on the transactions of this third party.

## 18. Sponsored Member

A sponsored person is a physical person or corporate body never having been a Member of PRESTIGE-DIAMANT.NET in the past and who becomes one via the intermediary of a Sponsor Member.

## 19. Discount Account

The discount account is fed by sponsor gains and/or possible coupons received by the Member. This account is exclusively used for discounts on purchases made on the Site. However, Members who can edit bills have the possibility of sending to the attention of PRESTIGE-DIAMANT.NET a bill in order to receive all or a part of the contents of the discount account. The discount account is reset to zero on December 31st of each year.

## 20. Order Placement

After being registered or identified, a Member can place an order from the website PRESTIGE-DIAMANT.NET as well as access his/her account to consult his/her history of sales/purchases and manage the different account settings.

This allows Members to manage orders 24 hours/day, 7 days/week regardless of their geographic locations. For every order placed, then executed, a confirmation email will be sent.

1. General Points
2. Hours of operation and time zone

The placing of orders can be transmitted by Members every day, at any hour. However, the orders are only verified and executed by PRESTIGE-DIAMANT.NET between 9:30AM and 6:00PM, Monday-Friday, excluding Swiss bank holidays. PRESTIGE-DIAMANT.NET reserves the right to modify or adapt its hours. In this case, information will be communicated to Members.

PRESTIGE-DIAMANT.NET being a site with an international mission with specific working hours, the time zone determined and respected is that of Belgium, GMT +1, with variations for daylight savings time.

In the frame of the PRESTIGE-DIAMANT.NET price quotation, 6:00 PM is considered as the fixing price. The fixing price is the method of setting a fixed price by the meeting of supply and demand.

### 2. Official Currencies

PRESTIGE-DIAMANT.NET being a site with an international mission, official currencies must be determined and respected. These currencies are the Euro (EUR or €) and the American Dollar (USD or \$).

However, given the international activity of prestige-diamant.net, it is understood that prices could be expressed in other currencies.

### 3. Identity of prestige-diamant.net

The site PRESTIGE-DIAMANT.NET is published by the company PRESTIGE-DIAMANT.NET whose headquarters is located at Hoveniersstraat 55 b.97, 2018 Antwerpen.

### 4. Language

**Members can contact PRESTIGE-DIAMANT.NET in any language in which the website is published.**

**Members can make complaints formally or informally in any language in which the site PRESTIGE-DIAMANT.NET is published.**

## **1. Diamonds**

**PRESTIGE-DIAMANT.NET stores in each of its vaults only diamonds coming from the professional diamond market or recognized by this market.**

**Diamonds that Members buy through the intermediary of PRESTIGE-DIAMANT.NET stay in the vault where they were placed during their acquisition by prestige-diamant.net.**

**Diamonds are kept in packages sealed by the last laboratory that certified them and are individually referenced.**

**Diamonds are considered delivered when they arrive and are stored in the vaults at the Geneva Free Ports. Members may not make claims against PRESTIGE-DIAMANT.NET saying diamonds were not delivered to their homes. Delivery is always to the vaults at the Geneva Free Ports unless the Member has ordered a diamond via one of our partner boutiques and has made arrangements for home delivery.**

**A copy of the certificate of each diamond is available on the website in the records for each diamond. There is also a link to the original certificate on the website of the certifying laboratory. This system allows members to verify that the diamonds in the vaults correspond to the given certificates.**

**To conserve a maximum resale value, diamonds will not be removed from their individual packaging.**

**All PRESTIGE-DIAMANT diamonds are guaranteed to be clean. The combination of the Kcut, the laser engravement, and the certificate allow for perfect traceability of each diamond. All PRESTIGE-DIAMANT come from countries that are part of the Kimberley Process, a certification scheme established in 2009 by the United Nations to prevent blood diamonds (or « conflict diamonds ») from entering the mainstream market.**

## **1. Taxes and Regulations**

**The Member is responsible for the direct or indirect payment of local taxes applicable to the acquisition of diamonds, the sale of diamonds, the storage of diamonds, and any other associated charges. PRESTIGE-DIAMANT.NET could be brought to collect these taxes on behalf of the Swiss tax authority; they could therefore be added, if necessary, to the management fees. PRESTIGE-DIAMANT.NET does collect a VAT tax on the management fees and commission.**

**The Member declares having taken note that the activities of purchasing and selling**

**diamonds are subject to specific regulations that s/he must respect in the same way as prestige-diamant.net, notably for what concerns the Swiss and international regulatory texts relative to diamonds, taxes, customs transactions, and electronic transactions.**

### **1. Freedom of Diamond Commerce**

**Diamonds are considered personal property. As such, their trade is free, not regulated by banking and financial control authorities.**

### **2. VAT Tax**

**Generally speaking, no taxes are collected during the sale of a diamond on prestige-diamant.net. The VAT does not apply as the diamonds are kept in a free port in Geneva, Switzerland. However the Swiss VAT of 8% does apply to service and commissions related to the purchase and sale of diamonds.**

### **3. Taxes Applied to Investment Diamonds**

**Depending on your country of residence, a tax system is applicable on the transactions associated with investment diamonds. To know more about any such system, please consult the pages dedicated to this topic on the site or on our blog. If you do not find an adequate response, please consult the tax service closest to your home.**

### **4. Police Registry**

**Investment diamonds sold via the site and stored in a free port zone in Switzerland are not subject to police registers. PRESTIGE-DIAMANT.NET does not report Member purchases to the authorities except in the case of an express request coming from a judgement or an official ruling.**

### **5. Right of Retraction**

**The Member renounces the exercise of the right of retraction in the frame of the purchase or sale of investment diamonds on the site prestige-diamant.net. The Member recognizes that the right of retraction is not compatible with the normal functioning of the site in which the prices can fluctuate according to supply and demand fixed by the international market.**

#### **1. Member Account – prestige-diamant.net**

**Opening a Member account on PRESTIGE-DIAMANT.NET is free. Opening the account implies the acceptance of the General Conditions of Sale.**

**At the time of subscription to the services, the Member must provide, by electronic means (from the website or by email) or by postal mail, the following information: a document legally proving his/her identity (front and back copy of an identity card or passport) and information relating to the bank account(s) associated with the Member account.**

**In the case of Americans living in the United States, it is acceptable to send a copy of a driver's license if it is not possible to send a copy of a passport. In this case, we ask that the copy of the driver's license be accompanied by proof of residence less than 3 months old (water, gas, or electric bill or lease agreement) with the same address as noted on the driver's license. If the two addresses are different, we will ask for a passport instead of the driver's license.**

**At the end of the registration operations, the Member will receive an email confirming the creation of his/her account.**

**The user of PRESTIGE-DIAMANT.NET services, having accepted the present General Conditions of Sale, is considered a « Member. » The contractual relations between the Member and PRESTIGE-DIAMANT.NET are considered to be effective after verification of the file opening the Member account, duly completed and accompanied by the required documents. PRESTIGE-DIAMANT.NET reserves the right, at any time, to accept or refuse any request for Membership.**

### **1. Member Declaration**

**The Member promises to guarantee the accuracy of all the information s/he provides to prestige-diamant.net. In case of a situation change as declared on the day of the acceptance of the General Terms and Conditions, the Member promises to update this information via the Site, by email, or by postal mail, sending any complementary proof necessary for the verification of these changes.**

**PRESTIGE-DIAMANT.NET will not be held responsible in the event it was not advised about a change in situation of a Member and/or in the case where there is an infraction with regards to the regulations of his/her country of residence.**

**A Member of the platform must be a legal person (a company) or a physical person over 18 years of age, capable (or, in the case of incapacity, legally represented) in the acts of civic life, and this during the entire duration of the life of the Member account opened on prestige-diamant.net.**

**Only physical persons over 18 years of age may register and become Members of the platform. There is no minimum required for legal persons (organizations, companies, associations), but their representative(s) on the platform must be of age.**

**A physical person can open only one single account in his/her own name on the platform. It is, however, possible to open several accounts for a legal person (an organization, a company, an association) but in this case each account will be represented by a distinct physical person.**

### **1. Proxy**

**A Member can grant proxy to an agent to use his/her Member account as s/he would her/himself.**

**Only the Member, or someone who has legal rights over that person in the case of death or total and permanent incapacity, can close the Member Account or break the Agreement.**

**In addition to having power of attorney or legal guardianship over the Member, the authorized representative must prove his/her identity and residence to prestige-diamant.net. S/he must sign and date an authorization and send it by postal mail or email to prestige-diamant.net.**

**PRESTIGE-DIAMANT.NET reserves the right to refuse any authorized representative without having to justify its decision.**

**The authorized representative has control of the Member's account until PRESTIGE-DIAMANT.NET receives a certified letter that the representative no longer has power of attorney or guardianship over the Member. It is the responsibility of the Member to notify the representative of the aforementioned revocation and immediately to take any necessary measures (change of username and password, holds, renewal of codes, etc.) to prevent access to his/her account.**

**The proxy ends upon the death of the account holder.**

**The proxy is granted free of charge.**

#### **1. Use of the Member Account**

**Members will be held responsible for the actions taken from their own Accounts, whether the action was performed by the Member or a third party such as a representative. The Member must protect his/her identification Elements and change them regularly.**

**The Member promises to reserve the use of the Elements of identification only for his/her individual use, except in the case of proxy.**

**Any fraudulent use of an account by a non-Member (or non-representative) is considered as a serious violation of the privacy of the Member and gives PRESTIGE-DIAMANT.NET the right to take all necessary actions against the usurper as prescribed in the General Conditions of Sale.**

**PRESTIGE-DIAMANT.NET cannot be held responsible for any fraudulent use of the Elements of identification. For people having received a proxy of a Member, the legal representative or authorized representative will also be responsible for the use of the Elements of identification and for keeping their characters confidential. PRESTIGE-DIAMANT.NET exonerates itself from any responsibility in the case of instructions given by a person who no longer has proxy, if the Company has not received the letter from the Member informing PRESTIGE-DIAMANT.NET of the revocation of the authorized representative.**

In case of loss or fraudulent use, recognized or not, of the identification Elements, the Member must formally inform prestige-diamant.net. A Member can neutralize access to his/her account at any time simply by calling PRESTIGE-DIAMANT.NET Customer Services or by emailing from the email address registered with his/her account. PRESTIGE-DIAMANT.NET will give new identification Elements upon a simple request once the Member is clearly identified.

The Member will refrain from holding PRESTIGE-DIAMANT.NET responsible for losses that s/he may be subjected to by invoking the fact that his/her Account is held by PRESTIGE-DIAMANT.NET and/or that s/he followed the recommendations or suggestions of PRESTIGE-DIAMANT.NET or that of its employees, associates, or representatives (except in the case of serious misconduct on the part of prestige-diamant.net).

Additionally, PRESTIGE-DIAMANT.NET is under no obligation to purchase Members' diamonds at the price quotation indicated on the platform. The Member recognizes that in the unlikely event that all Members decide to sell their diamonds simultaneously PRESTIGE-DIAMANT.NET may need to sell the diamonds on the international diamond market at a price 30-40+% lower than the price quotation. This is because diamantaires would only accept to purchase diamonds at wholesale rather than retail prices. The Member cannot hold PRESTIGE-DIAMANT.NET responsible for these losses.

## 1. Services

PRESTIGE-DIAMANT.NET makes a diamond buying and selling platform available to its Members.

Members of PRESTIGE-DIAMANT.NET can buy and sell entire diamonds or fractions of diamond lots that they physically keep in vaults intended for this purpose or that they can recuperate via PRESTIGE-DIAMANT.NET according to the methods and reserves described in the General Conditions of Sale.

PRESTIGE-DIAMANT.NET provides indications on the daily price quotations of diamonds so that Members can freely fix their buy and sell orders, excepting the commission on purchases and sales and any possible taxes.

PRESTIGE-DIAMANT.NET provides photographs of the diamonds, independent certificates of authenticity, as well as microscopic details allowing the Member to be certain of the unique and authentic character of the diamond, as well as its quality. Only diamonds from the professional diamond market are sold on prestige-diamant.net. The exact origin of each diamond before its entrance into the PRESTIGE-DIAMANT.NET system can be communicated upon simple request.

Each Member can also verify that s/he is the only owner of his/her diamonds by visiting the website PRESTIGE-DIAMANT.NET without signing in and searching the reference of products stored in his/her account. The system will return the search results indicating the public username of the owner. Only the Member is capable of making the link

between the public username generated by the platform and his/her own account.

**PRESTIGE-DIAMANT.NET keeps its Members' identities strictly confidential on the platform whether they are buyers or sellers.**

### **1. Access to Services**

Services can be accessed via the Site [prestige-diamant.net](http://prestige-diamant.net), by telephone, by email, or by postal mail.

**PRESTIGE-DIAMANT.NET reserves the right to limit the use of certain services depending on the method of communication used.**

Members' instructions can be recorded. The recording of the device (computer, telephone) used by PRESTIGE-DIAMANT.NET constitutes the proof of the aforementioned instructions and the justification of the attribution to the Member account concerned with the corresponding operations. The recording will be admissible in case of litigation between the parties.

An instruction by email or telephone permitting the identification of the Member exempts PRESTIGE-DIAMANT.NET from requesting a written validation. However, PRESTIGE-DIAMANT.NET can, at any time and for any instruction, demand written validation signed by the Member.

The successive input of one's username (possibly preceded by a public pseudonym) and a code and/or the recording of one's telephone instructions have the same legal value as a signed written document. This input allows for the identification of the Member and proves his/her consent for the operations executed (sell and buy orders, wire transfers, loading funds, etc.) and the attribution of these actions to the Member.

In the frame of the development of product or online service offers, it is also agreed between PRESTIGE-DIAMANT.NET and the Member that the successive input by the Member of his/her identification Elements will constitute an electronic signature notably to validate online subscriptions to products and services proposed by [prestige-diamant.net](http://prestige-diamant.net).

PRESTIGE-DIAMANT.NET contacts Members primarily by email and potentially by mobile telephone or landline. Contact by postal mail at the home address of the Member will be reserved for official contacts such as reminders.

The Member is responsible for the communication of his/her exact contact information to PRESTIGE-DIAMANT.NET and for keeping this information up-to-date (which can be done via the Site).

PRESTIGE-DIAMANT.NET is in the right to trust the accuracy of the contact information given by the Member.

**In the case where a Member's contact information or other personal data is not regularly updated, the effectiveness of certain PRESTIGE-DIAMANT.NET security measures will be compromised. PRESTIGE-DIAMANT.NET declines any responsibility in the case of losses of any nature caused by a failure on the part of the Member to update his/her information.**

## **2. Recommendations**

**Given the technical nature of the services provided by prestige-diamant.net, it is recommended for amateur Members to read the works cited on the Site and particularly those which describe the diamond market or trading. Each Member is invited to read attentively the different documents, guides, white papers, and tutorials which allow for a better understanding of the functioning of the diamond market and which are available for direct download on the platform.**

## **3.**

### **1. Diamonds at purchase and at sale**

**In the selling zone on the Site, the diamonds that are already present in a vault will be considered as independently available and put up for sale (hereafter called « available Diamonds »).**

**Announcements of diamonds for sale are made by PRESTIGE-DIAMANT.NET according to the objective properties of the diamonds put on sale.**

**Members can buy and sell their diamonds according to the principles presented in the rubric « How to Buy/Sell? » of the Site.**

**The payment of purchases of any nature on the platform is carried out by using the credited Assets of the Member, in the selected currency, with immediate or deferred validation by PRESTIGE-DIAMANT.NET of the ownership of the Member of these diamonds depending on their state of availability.**

### **1. Diamonds on order**

**The Member can acquire diamonds which are not yet present in the PRESTIGE-DIAMANT.NET system. Such diamonds can be called diamonds on order, on pre-order or forward purchase.**

**The Member has the possibility to place buy orders for diamonds on order, pre-order, or forward purchase by the same principle as the available Diamonds or according to a specific method.**

**The Member pays for his/her total order, composed where necessary of available Diamonds and Diamonds on order. 100% of the value of the diamonds ordered is blocked at the level of the Member's assets, as soon as the order is made.**

**Members have a period of time to make their diamonds available. Beyond this period, if the diamonds are not made available, the acquiring Member can choose to be reimbursed, to change the type of diamond, or to obtain a new waiting period.**

**In the frame of a purchase of diamond(s) on order, the Member acquires a type of diamond (and not a specific diamond).**

### **1. Right of Retraction**

**The Member renounces the exercise of the right of retraction in the frame of the purchase or sale of investment diamonds on the site prestige-diamant.net. The Member recognizes that the right of retraction is not compatible with the normal functioning of the site in which the prices can fluctuate according to supply and demand fixed by the international market.**

### **1. About Buy Orders**

**During a buy order traded by the intermediary of a counselor, the Member, after having selected the products s/he would like with the counselor, will validate the proposition definitively by sending his/her consent via fax, letter, or email. From this moment, the order is registered and irrevocable.**

### **4. Treatment of Orders**

**Each Member assumes his/her competence to make commercial exchanges after having read and understood the functioning of prestige-diamant.net.**

**The Member understands that s/he can place buy or sell orders via the PRESTIGE-DIAMANT.NET system, for quantities, prices, and sites that s/he has, but only if s/he already has sufficient resources in his/her Member account in order to make an immediate payment.**

**The Member accepts that his/her orders be submitted to the PRESTIGE-DIAMANT.NET computer servers for their execution via the Internet or telephone.**

### **1. Order Validation**

**PRESTIGE-DIAMANT.NET will only accept buy orders on the single condition that the price requested for the acquisition corresponds to a sufficient amount of funds in his/her Account to cover the entire acquisition immediately, in the currency mentioned in the order.**

**If between the making of an order and the moment when the order could be executed, there are no longer enough funds to compensate the order in its entirety, PRESTIGE-DIAMANT.NET reserves the right to cancel the order in its entirety or partially up to the amount available in the Account in the currency of the order.**

**An account that could initially cover the buy orders could for example be revised after**

**the execution of the payment of a service such as storage fees or the late execution of a wire transfer from the Member's bank account.**

**In no manner can a Member turn against PRESTIGE-DIAMANT.NET because his/her order could not be executed or was partially executed due to insufficient funds after the passage of the order, even occasionally.**

**PRESTIGE-DIAMANT.NET will only accept sell orders on the condition that the object of sale be stored in the vaults of PRESTIGE-DIAMANT.NET and available in the name of the Member at the moment of sale.**

**The Member can freely set his/her sale prices, but PRESTIGE-DIAMANT.NET reserves the right to suspend any transaction in which the sell order is incoherent with the prices proposed by the market at the moment of transaction. PRESTIGE-DIAMANT.NET would then inform the Member concerned with the transaction and ask him/her for a definitive confirmation of the conditions of the transaction. Also, to preserve the speed and sincerity of trades on our platform, PRESTIGE-DIAMANT.NET reserves the right to block the sale of diamonds in which the sale price is set by their owners at a price over 25% higher than the price proposed by our price quotations for similar products.**

**If one or more of the above conditions is not met, the order will be rejected.**

#### **1. Execution of an Order**

**The orders that Members place by the intermediary of PRESTIGE-DIAMANT.NET can be limit orders, market orders, stop orders, stop-limit orders, or trailing stop orders. The tutorials give details on the functioning of each type of order.**

**Members do not have direct access to the vaults. Access is only permitted when the Member is accompanied by employees designated by PRESTIGE-DIAMANT.NET and authorized by the storage service.**

#### **1. Retraction of an Order**

**A Member can, at any moment, send a request to retract a non-executed part of an order placed on prestige-diamant.net. Upon reception, PRESTIGE-DIAMANT.NET must respond by the retracting of the order in question, so that it is not executed by an inverse order received thereafter.**

**The Member understands and accepts that while another Member has placed an inverse order and allowing the execution of his/her order, which reaches PRESTIGE-DIAMANT.NET before the request for retraction, the order will be executed for the corresponding part. In this case, the executed part of the order can no longer be retracted. However, the remaining part of the order which has not yet been executed will be retracted.**

**PRESTIGE-DIAMANT.NET can, at its discretion, retract all or part of an order to sell or**

**buy on the site if no inverse order has been initiated.**

### **1. Confirmation of Operations**

**PRESTIGE-DIAMANT.NET confirms the partial or total execution of Members' orders and the part of the executed order shortly after the execution of the order. The confirmations are sent via email.**

**The completion of an order, following the execution of trades or the canceling of an order that has only been partially executed, will be communicated to the Member by PRESTIGE-DIAMANT.NET in the form of a formal voucher concerning the complete amounts traded following the execution of the original order.**

### **1. Compensation Rules**

**The Member authorizes PRESTIGE-DIAMANT.NET to consider his/her order as an instruction to settle immediately in the case where the order is executed (whether it be entirely or partially executed).**

**PRESTIGE-DIAMANT.NET assures the capacities of settlement of the executed orders, guarantees for each acquisition that the selling Member is able to deliver the object of the transaction to his/her buyer, in the quantities bought, and guarantees for each sale that the buying Member is able to pay the seller the sum of money corresponding to the sale.**

**PRESTIGE-DIAMANT.NET having assessed the object of the transaction beforehand in the vault, assures the quality and the conformity of the diamonds tied to the transaction.**

**The buyer receives the object of his/her purchase and the seller is credited the corresponding sum of money, net of fees and taxes. In the same way, the buyer is debited the sum of money corresponding to the sale, net of fees and taxes.**

**The seller delivers the object of the sale via PRESTIGE-DIAMANT.NET which assures the transfer of ownership.**

**Following the transaction, the property title of the buying Member is updated and a detailed bill associated with the purchase is issued. A sale slip is made available to the selling Member and his/her property title is updated.**

**The remittance to a buying Member is always associated exactly with a simultaneous « inverse » remittance on the part of the buying Member. No material change occurs in the vault following an immediate settlement.**

**PRESTIGE-DIAMANT.NET will do everything in its power to guarantee that the settlement of the sums of money to the selling Member and the attributions of the diamonds to the buying Member happen simultaneously.**

## 5. Sponsorship

**PRESTIGE-DIAMANT.NET** allows the Member (hereby referred to as the « Sponsor Member ») having diamonds in storage to recruit a third party in the view of inviting new Members. The Sponsor Member will benefit from a percentage of the revenues generated directly (on the sales, purchase, or storage commissions) by the new Members (hereafter « Sponsored Member »). The value of the percentage and the settlements take place according to the methods published on the Site **PRESTIGE-DIAMANT.NET** in the Sponsorship rubric.

The gains are credited to the Discount Assets in the Account of the Sponsor Member as the validation of the transactions of the Sponsored Member takes place. The credited sums are exclusively used as automatic discounts on the purchase of diamonds or of services via **prestige-diamant.net**. Members who can edit bills have the possibility to issue a bill to the attention of **PRESTIGE-DIAMANT.NET** in order to receive a part or all of the contents of the Discount Assets in the currency of that Member.

The Discount Assets are reset to zero every year on December 31.

The Sponsor Member will receive a percentage only from the transactions of a Member that s/he directly recruited. There is therefore only one level of revenue.

**PRESTIGE-DIAMANT.NET** reserves the right to cancel the percentage received by the Member in the frame of sponsorship for any Sponsor Member who uses **PRESTIGE-DIAMANT.NET** to put in place a pyramid system or any other model of selling prohibited by law.

The Sponsorship Offer is reserved exclusively to the first opening of a Member Account by the Sponsored Member.

Sponsored accounts belonging to Members under any form of legal guardianship are excluded from the Sponsorship program.

The Sponsor can present as many Sponsored people as s/he wants, however, s/he only contacts in the frame of sponsorship the people that accept to receive emails from him/her. The sending of unsolicited electronic mail by Members from the **PRESTIGE-DIAMANT.NET** system is prohibited. **PRESTIGE-DIAMANT.NET** reserves the right to cancel the rights to receive a percentage of any Sponsor Member who does not respect this rule and to retrograde the score of his/her account.

The employees of **PRESTIGE-DIAMANT.NET** cannot benefit from the Sponsorship offer whether it be as a Sponsor or a Sponsored Member.

**PRESTIGE-DIAMANT.NET** reserves the possibility to modify or end at any time the sponsorship offer by informing Members on the Site in the Sponsorship space.

## 6. Vault Storage Service

**PRESTIGE-DIAMANT.NET provides its Members with a service of vault storage in its own hall of vaults in Switzerland in the « Geneva Freeport » in a customs-free zone. The Geneva Freeport is a highly-secured, highly reputable establishment in the world of precious objects (diamonds, artwork, precious metals, jewelry, etc.)**

**The storage service proposed by PRESTIGE-DIAMANT.NET is not a subletting service but a storage service with the highest possible security made available to Members in view of preserving the number, quality, and integrity of their diamonds.**

### **1. Methods of Storage**

**The Member accepts that, when his/her purchases of diamonds pass through the PRESTIGE-DIAMANT.NET system, the diamonds so acquired are released by the seller and remain inside the infrastructures dedicated to their conservation, in order to become his/her property, following the instructions passed exclusively by the intermediary of prestige-diamant.net.**

**PRESTIGE-DIAMANT.NET guarantees that the diamonds in the possession of the Member exist, that they are kept in vaults, and that the Member is the sole and unique owner of the diamonds in his/her Member Account.**

**This property is « physical » and real even though it has to do with fractioned products issued from diamond lots sold globally as co-property.**

**The Member must pay a usage fee with regards to the storage of his/her diamonds. The charges are available on the Charges page of the Site.**

**The storage service is activated by default as soon as the first diamond fraction or entire gem is held by the Member.**

**Members do not have direct access to the vaults. Access is only permitted when the Member is accompanied by employees designated by PRESTIGE-DIAMANT.NET and authorized by the storage service.**

**The vaults are audited by bailiffs or independent auditors. The reports are then made public. The names of the owners are not released, only their public pseudonyms are present.**

**In the case of closure, move, or bankruptcy of the organization housing the vaults used for the storage of Members' diamonds, PRESTIGE-DIAMANT.NET reserves the right to find a solution for similar storage with any other organization offering comparable services of the same nature.**

**PRESTIGE-DIAMANT.NET reserves the right to end at any moment its relationship with the organization housing the vaults without having to justify its motives.**

### **1. Protection against Theft**

**PRESTIGE-DIAMANT.NET is in charge of verifying via its insurers that Members' diamonds are correctly protected against theft and damages, according to the standards accepted by the host country of the vaults.**

**The contents of the vaults are insured against theft and damages on the minimum basis of their global intrinsic value. PRESTIGE-DIAMANT.NET subscribes to this insurance.**

**The cost of insurance is included in the fees the Member pays PRESTIGE-DIAMANT.NET for the storage of diamonds.**

**PRESTIGE-DIAMANT.NET promises to allow Members access the proofs of insurance allowing them to verify that the diamonds are correctly insured in case of theft or destruction.**

### **1. Storage Service Payment**

**The storage fees are calculated monthly in function with the maximum value of the diamonds stored the previous month (see the Charges page of the Site). If no diamonds were in storage the previous month, no fees will be taken in the current month.**

**The value is calculated in the default currency chosen by the Member to manage his/her account. The storage fees are collected in the same currency.**

**The Member must maintain sufficient assets allowing for the regular withdrawal of the storage fees.**

**In case of insufficient funds, and after a certain time period and a reasonable number of reminders, PRESTIGE-DIAMANT.NET reserves the right to resell on the market the number of fractions necessary to cover the required storage fees.**

**Any sums paid in advance for the storage service are acquired by PRESTIGE-DIAMANT.NET as a lump sum payment, without prejudice to any other sums to which the Member would be indebted under the application of these General Terms and Conditions**

### **1. Hall of Vaults**

**PRESTIGE-DIAMANT.NET makes use of its own hall of vaults in Switzerland in the Geneva Freeport outside of the banking system. By the political and economic neutrality of Switzerland, this approach aims to protect the Members from risks of confiscation by the State and of bankruptcy.**

**7.**

### **1. Acquisition of diamonds outside the PRESTIGE-DIAMANT.NET system**

**Members recognize that PRESTIGE-DIAMANT.NET is not designed for people wishing to**

take « physical » possession of their diamonds given the nature of the diamond lots created and traded according to the principle of sale as co-property according to a fractionary base of each lot.

PRESTIGE-DIAMANT.NET does however give the ability to acquire from its partners entire diamonds whose « physical » possession they make take directly.

The service offered by PRESTIGE-DIAMANT.NET to purchase entire diamonds from its network of partners is free in the case of collection at a partner boutique.

The price of the diamond bought outside of the PRESTIGE-DIAMANT.NET system and the associated services remain the responsibility of the Member and are fixed by the partner boutique chosen by the Member. However, PRESTIGE-DIAMANT.NET assures that the partner boutique can propose the best price to its Members.

The Member will carry out payment directly with the partner boutique. Thanks to agreements between PRESTIGE-DIAMANT.NET and its partners, it will be possible for the Member to use his/her credits, in the limit of their supply, in order to pay for the diamonds bought in the partner boutiques.

A Member must first contact PRESTIGE-DIAMANT.NET before going to a partner boutique if s/he wishes to buy entire diamonds there.

S/he will then receive instructions about the steps to take.

When buying diamonds in a partner boutique or from any professional, the Member accepts the possibility of losing his/her anonymity given that such transactions can be audited by appropriate legal authorities.

If the registered address of the Member allows, PRESTIGE-DIAMANT.NET can have his/her diamonds delivered to his/her home, on the condition of the settlement of fees to be determined according to the nature of the diamonds sent and their destination. However the diamonds making up the lots traded on the platform cannot be delivered because the lots cannot be separated.

By buying diamonds outside of the system, the Member recognizes the risk of being subjected to taxes that s/he would not have had to pay otherwise and authorizes PRESTIGE-DIAMANT.NET to claim payment for those taxes.

## 1. Diamond Fractions

The diamond fractions issued from assemblies cannot be removed from the system. The Member must pass through an operation to resell his/her fractions and then undergo a transaction to purchase entire diamonds that would then be delivered according to the conditions of delivery of this type of product.

## 8. Supplementary Products and Services

The Member, who wishes to benefit from a supplementary product or service, must make such a request through the PRESTIGE-DIAMANT.NET website, by mail, by fax, or by calling customer service. The request for a subscription to a supplementary product or service will be considered effective after the validation of an ad-hoc document or after a subscription realized on the Site. PRESTIGE-DIAMANT.NET remains free, at any time, to accept or refuse the request for subscription to one of its products or services, without having to explain its motives, except for contrary legal clauses.

#### **9. Sending of Diamonds outside the PRESTIGE-DIAMANT.NET System**

No diamond is accepted into the PRESTIGE-DIAMANT.NET system unless it was previously part of the system. We do not take or buy diamonds acquired by the Member outside of the PRESTIGE-DIAMANT.NET system.

#### **10. Fees**

The charges and fees linked to use of PRESTIGE-DIAMANT.NET are listed and detailed in the « charges » rubric of the site.

The fees applied to services or transactions are subtracted from the credits corresponding to the currency of the operation.

##### **1. Other Fees**

PRESTIGE-DIAMANT.NET reserves the right to bill the time and material used by its internal administration for services when these services could have been easily provided via the Site. The standard cost per hour for this service is specified on the Charges page of the Site.

##### **1. Commission and Charges**

PRESTIGE-DIAMANT.NET allows the Member to buy entire diamonds or diamond fractions from another Member. The transaction or order validated electronically will be closed and definitive, as well as the acceptance of payment of associated fees.

The selling Member will pay PRESTIGE-DIAMANT.NET a sum representing a small percentage of the value of the diamonds on the day of transfer. In function with the volume of the monthly transactions, the selling Member could benefit from a reduction of commissions. The commissions are indicated on the Charges page of the Site.

The diamonds are only considered sold once the transaction associated with the buying Member's order is accepted and the commission with the associated fees is deducted. Generally, a buy order that is regularly executed is reflected immediately by a successful sale transaction from the Member having placed the sell order.

PRESTIGE-DIAMANT.NET provides information including order confirmations, notices of the execution of orders, and account statements that could be the object, if necessary, of a dispute within 15 days starting from the sending of the email. Beyond that,

**information sent will be considered accepted.**

### **1. VAT Tax**

**The preservation of diamonds in a hall of vaults in a « customs free » zone permits the exoneration of the VAT on each purchase transaction on its value not including commissions.**

**The Swiss VAT will, however, be applied to the transaction commissions, the storage fees, and any other services.**

### **1. Credit Account**

**A Member account has as many credit Accounts as PRESTIGE-DIAMANT.NET has currencies.**

**The Member must choose a default Asset among the different currencies. This choice will allow the Member to pay, in the currency of his/her choosing, the fees tied to global use on the platform.**

#### **1. Balance of the Credit Account**

**A negative account balance is not allowed and so the Member promises to provide his/her assets in a manner so as to anticipate his/her purchases or the payment of services his/she has incurred, in each currency.**

**The methods of payment, corresponding to the country of residence, are proposed to the Member in the interface of personal account management allowing him/her to credit the assets in the currency of his/her choice.**

#### **1. Negative Asset Account**

**The Member promises to stock each Asset account as soon as one of them becomes negative, currency by currency.**

**An Asset account that is negative in any currency can lead to the blocking or even the termination of the Member account (see article Length and termination in the General Conditions of Sale).**

**The Member will be informed by PRESTIGE-DIAMANT.NET by email, telephone, or postal mail if the account balance is considered too low for the proper functioning of his/her Member account (storage, orders to be executed, transactions, other services, etc.)**

**An Asset Account that is negative will lead to the sending of a letter and an email indicating the risks of termination of the Member Account and the steps to follow to put the account back in order. This email will give rise to fees which are published on the Site (see the Charges page of the Site).**

**In the case of a negative balance, the Member accepts that PRESTIGE-DIAMANT.NET can, 15 days after the sending of a formal notice, proceed with the selling « on the market » of stored diamonds strictly in order to cover the debt incurred.**

**PRESTIGE-DIAMANT.NET does not have the ability to credit an Asset Account with a negative balance with another Asset Account in a different currency. PRESTIGE-DIAMANT.NET does not propose any service allowing for the direct exchange of currencies without passing through an operation to purchase or sell diamonds.**

**In the case where the Member executes a wire transfer on his/her PRESTIGE-DIAMANT.NET account or while s/he realizes a sale, when s/he has unpaid fees, PRESTIGE-DIAMANT.NET is in the right to withdraw these fees from the amount of the sum transferred or received from the sale.**

## **2. One-time Wire Transfers**

**The Member can send, by the intermediary of the Site, transfer orders to debit the Asset Account (considered as sending account) and to credit accounts listed in his/her receiving bank accounts.**

**Potential fees will be withdrawn from the Asset Account during the execution of a transfer corresponding to the type of transfer chosen (national, European Union, international, outside European Union, etc.) The list of fees can be consulted on the Charges page of the Site.**

### **1. Adding an Account in the List of Receiving Accounts**

**The Member adds a receiving bank account via the Site and according to a specific security and control system allowing PRESTIGE-DIAMANT.NET to ensure that the account really belongs to the Member and that the bank account is not part of a money laundering scheme.**

**One single bank account is associated per Asset Account and per currency.**

**In the case of multiple associated bank accounts, the Member is requested to choose a default account in the currency in which fees tied to the global functioning of his/her account will be debited.**

### **1. Conditions for the Execution of a Wire Transfer**

**The Member must assure the existence in the debited Asset Account of a sufficient available provision on the date of execution of the wire transfer. This available provision must be greater than or equal to the amount of the transfer and the associated fees. Without sufficient provisions available, the order for the wire transfer cannot be executed by prestige-diamant.net.**

**In certain cases, there could be a delay between the execution of a debit and that of a credit (for example: a delay in bank processing)**

Wire transfers are sent to the bank account from which funds having permitted the crediting of the Asset Account were operated. In the case of a change in receiving account, PRESTIGE-DIAMANT.NET reserves the right to refuse the execution of a transfer or to charge fees (see Charges) to carry out the transaction.

Specific rules can object to the temporary or definitive execution of a wire transfer to a bank account: blocked sums, ceilings, rules belonging to a service, etc. This is true even if the bank account is correctly associated with a Member account.

### 1. Changing an Account in the List of Receiving Accounts

It is possible to change the bank account linked to an Asset, but such a change gives rise to a request for justification from the Member on the part of PRESTIGE-DIAMANT.NET and incurs fees.

PRESTIGE-DIAMANT.NET reserves the right not to accept a change in the receiving bank account for wire transfers going out.

### 3. Common Asset Account

PRESTIGE-DIAMANT.NET directly deposits funds sent by Members into a distinct bank account (Common Asset Account) in the currency proposed to the Member for its deposit. This account is dedicated exclusively to the deposit of money not yet invested by Members.

PRESTIGE-DIAMANT.NET is authorized to manage the money deposited in the Common Asset Account in the name of its Members and solely for the following ends:

1. To buy diamonds from another Member. In this case, the Member's money is not transferred from one account to another, but the property rights to the sum of money are transferred from the selling Member in the PRESTIGE-DIAMANT.NET registry while the property rights to the diamonds are transferred to the buying Member.
2. To make transfers of a sum of money to its owner, but in the strict limit of available sums.
3. To pay PRESTIGE-DIAMANT.NET usage or service fees and other charges or taxes due as stipulated in the current General Conditions of Sale.

PRESTIGE-DIAMANT.NET promises to maintain in permanence, in the Common Asset Account, sufficient funds for the reimbursement of the balance of all of its Members.

### 4. Crediting the Asset Account

The Member accepts and recognizes that in order to secure the identity of the payer, PRESTIGE-DIAMANT.NET only accepts transfers of funds to the Member's Asset Account coming from accounts opened in the name of the Member in the books of the financial establishments. It follows that PRESTIGE-DIAMANT.NET must receive from the Member sufficient information on the foreseen transfer on the part of the bank or financial

establishment of the payer in a way that allows PRESTIGE-DIAMANT.NET to identify for certain the Member concerned as well as the account on which the transfer is carried out. To facilitate the recognition of the Member, s/he must indicate his/her public pseudonym in the optional information made available by his/her bank or financial establishment during the transfer.

The Member must provide, before any such transfer of funds, the information allowing for the identification of the account from which the transfer is sent. Not providing this type of information prior to a transfer could lead to fees for the time spent researching.

PRESTIGE-DIAMANT.NET is free to refuse and return funds coming from a bank account that does not allow for the identification of the Member wishing to credit his/her Asset Account.

PRESTIGE-DIAMANT.NET can only respect quick timeframes under the condition that there is the possibility to identify the payer beforehand as the Member benefiting from the transfer and the Asset Account on which the transfer must be credited.

The Member recognizes however that PRESTIGE-DIAMANT.NET cannot be held responsible for the delay of the reception of funds transferred by a bank or financial institution.

The Member does not hold PRESTIGE-DIAMANT.NET responsible for any losses incurred in the case where the Member did not stock his/her Asset Account directly and in an identifiable way from his/her associated bank account.

#### **1. Functioning Incident**

All the operations necessitating a particular treatment, notably when they lead to a functioning incident on the Member Account, can be subject to a fee whose cost can be found on the Site (see the Charges page on the Site)

#### **1. Communication and Written Content from the Member**

Members can contact PRESTIGE-DIAMANT.NET with critiques, comments, or any other written content, submit suggestions, ideas, questions or any other information as long as the content is not illegal, obscene, abusive, threatening, defamatory, contrary to intellectual property rights, or detrimental to a third party and does not consist of or contain computer viruses, militant politics, commercial solicitations, mass email, chain letters or any other form of spam. The Member must not use a fake email address, steal the identity of a person or entity, or lie about the origins of the contents.

If the Member addresses contents to prestige-diamant.net, and except for contrary information stipulated by the Member, s/he gives PRESTIGE-DIAMANT.NET as well as its parent companies, for the legal length of available protection, the non-exclusive and free right to reproduce, modify, adapt, publish, translate, distribute, sublicense, and publish this content worldwide on the Site and on all media.

The Member declares and guarantees to be the owner or holder of the necessary rights over the content that s/he transmits to the Site. The Member agrees to compensate PRESTIGE-DIAMANT.NET in the case of action or claim of a third party against PRESTIGE-DIAMANT.NET as soon as this action would have for cause, founding, or origin the content that the Member sent to the Site.

PRESTIGE-DIAMANT.NET reserves the right, entirely in its discretion, to remove or modify any content.

1. Correction of Errors
2. Erreur du système d'échanges commerciaux

Neither PRESTIGE-DIAMANT.NET nor its Members have the right to make any possible profit from any failure of the system.

The PRESTIGE-DIAMANT.NET system is meant to protect all its Members from obvious commercial errors by freezing orders fixed at prices considerably far from the market price at any given moment. In such a case, PRESTIGE-DIAMANT.NET reserves the right to cancel the order.

2. Correction of Administrative Errors

In the case of an administrative error, PRESTIGE-DIAMANT.NET is in the right to make necessary corrections in the registry of the concerned Member accounts. The Member is then informed by email of the modifications made.

3. Error in the Security System

In the case of a failure in protection, Members, as well as prestige-diamant.net, accept that the reasonable corrections can be undertaken following this event, in order to guarantee that the system functions correctly for all Members.

1. Transaction Archives

The archiving of orders, order slips, bills, and all other exchanges between the Member and other Members or between the Member and PRESTIGE-DIAMANT.NET is carried out on a reliable and durable medium in a way that corresponds to a faithful and sustainable copy conforming to the law.

1. Member Account Block

In the case of suspicion of the abnormal functioning of a Member Account, PRESTIGE-DIAMANT.NET reserves the right to block or limit access to a Member Account without warning. Such a measure aiming to protect the Member and PRESTIGE-DIAMANT.NET can be taken in a temporary or definitive manner.

### III. Obligations of prestige-diamant.net

**PRESTIGE-DIAMANT.NET is a consignment site respecting the regulations applicable to any consignment shop, notably the keeping of a police registry when required.**

**PRESTIGE-DIAMANT.NET does not organize or hold any auctions.**

**PRESTIGE-DIAMANT.NET is not a bank, credit establishment, insurance company, or financial organization of any nature whatsoever.**

**It is expressly understood that PRESTIGE-DIAMANT.NET is obligated to execute the obligations described in these General Conditions of Sale.**

**PRESTIGE-DIAMANT.NET will do everything possible to guarantee the normal functioning of the site and its services.**

#### **1. Responsibilities of prestige-diamant.net**

**PRESTIGE-DIAMANT.NET will not be held accountable, in any form, for the malfunctioning or defects of the site, for large variations in prices, for monetary policies, for bankruptcy, for identity theft, liquidity risk, or exclusion clauses in insurance policies.**

**PRESTIGE-DIAMANT.NET declines all responsibility for information, suggestions, erroneous or false declarations, of any nature, that are transmitted by Members as well as any damage caused by use of this information.**

**In case of judicial proceedings, the Member guarantees PRESTIGE-DIAMANT.NET against the recourses taken by other Members and third parties, of which the litigation is based in information, advice, or photograph communicated by a Member. In any state of cause, as a host of certain information, PRESTIGE-DIAMANT.NET reserves the right to withdraw, promptly and without warning, the information, advice, or photograph communicated by the Member if it turns out to be explicitly illicit and has been signaled as such.**

#### **1. Natural Disaster**

**Neither PRESTIGE-DIAMANT.NET nor any other third party participating in providing services will be held responsible in case of failure and/or delays on the execution of a service which is due to the incidence of a natural disaster as normally recognized by the jurisprudence of the French courts as well as any cause outside the will of prestige-diamant.net, notably acts of sabotage, network failures, coding errors in electronic files, software limits and/or exploited software packages or the inability to obtain telecommunication services or government measures.**

**The case of disaster suspends the obligations born in the present General Conditions of Sale during the duration of its existence.**

**However, if the disaster lasts more than 30 consecutive days, it would open the right to**

**the rightful by one or the other of the parties 15 days after the sending of a registered letter informing of the termination.**

**Given the specificity of the services it proposes, PRESTIGE-DIAMANT.NET promises however, in case of disaster to put in place any means necessary for the continuity of service, the protection of goods that are entrusted to it, and to facilitate their availability to their owners or for resale.**

**In case of a serious national or international crisis, a council of the 20 most active Members will be created to assist PRESTIGE-DIAMANT.NET in the best choices to make to assure the continuity of service, the integrity and the best value of the goods stored by PRESTIGE-DIAMANT.NET for all its Members.**

**It is therefore possible for PRESTIGE-DIAMANT.NET to decide in the case of serious national or international crisis, after consultation with the council, to change the location and nature of the storage of diamonds held by the Members. Such a transfer could incur one-time fees negotiated by the council and communicated to all Members or published on the website. (See Charges page of the Site)**

#### **1. Fight against Money Laundering and Terrorism**

**It is an obligation of prestige-diamant.net, by applying Swiss and international laws, to fight against money laundering and financing terrorism:**

- to declare, the sums and operations which could come from drug trafficking, financial fraud, corruption, or organized criminal activity that could participate in the financing of terrorism or of operations in which the identity of the order maker is doubtful**
- to inform itself via the Member for operations that seem unusual notably for their mode of passage, their unit or cumulative amount, or their exceptional character with regards to those taken out previously by the Member; this information applies to the origin and the destination of the sums in question as well as the economic justification of the transaction and the identity of the benefactor.**

**Consequently, PRESTIGE-DIAMANT.NET could be led to refuse certain operations.**

**In this frame, and while PRESTIGE-DIAMANT.NET deems necessary, the origin of capital and the economic justification specifying any operation as well as proof referring to them could be demanded of the Member.**

#### **VII. Request for Information**

**The Member can address his/her requests for information on his/her account to PRESTIGE-DIAMANT.NET Customer Services via the Site (email, chat, contact form), by mail or by telephone during working hours. The different methods of contact are listed on the homepage and on the contact page.**

**PRESTIGE-DIAMANT.NET keeps information relative to inactive accounts for a minimum of 10 years. Beyond that, PRESTIGE-DIAMANT.NET is in the right to block an account and bill the information requested by the Member under the conditions of charges (see Charges page of the Site) currently in place.**

## **VIII. Intellectual Property Rights**

**By way of AUCOFFRE.COM SAS, PRESTIGE-DIAMANT.NET owns the intellectual property rights on the Site, its associated elements, its structure, its brand notably on all of the texts, comments, advice, suggestions, works, programs, illustrations, and reproduced images. With the exception of the copy for personal use, the Member is not allowed to copy, reproduce, distribute, sell, publish, or exploit in any other manner and diffuse in another format (in electronic or other form) the rubrics, photos, advice, suggestions, and/or information present on the site without prior written consent from prestige-diamant.net.**

**Consequently, the Member promises in particular:**

- Not to harm, directly or indirectly, the intellectual property rights of PRESTIGE-DIAMANT.NET and its legitimate interests;**
- To respect its brands, names, logos, colors, graphics, or any other distinctive sign belonging to PRESTIGE-DIAMANT.NET and not to arouse any analogy in public, for whatever ends, and by whatever means.**

**Any other use, notably any downloading not explicitly allowed could be considered as counterfeit and will be sanctioned by the competent courts.**

### **1. Links**

**PRESTIGE-DIAMANT.NET or a third party can establish a link with other sites or sources.**

**PRESTIGE-DIAMANT.NET does not dispose of any method of control over these sites and sources, and does not respond to the availability of such external sites or sources nor does it guarantee them.**

**PRESTIGE-DIAMANT.NET does not appropriate the contents to which these sites or sources provide access, and excludes any responsibility and guarantee concerning the contents.**

### **1. Characteristics of the Internet Network**

**Access to the Site is possible 24 hours a day, 7 days a week, barring the occurrence of any possible break downs or maintenance interventions specified hereafter and necessary for the proper functioning of the Site.**

**PRESTIGE-DIAMANT.NET reserves the possibility to make use of its Site temporarily inaccessible, for whatever reason, notably in order to carry out maintenance work or site updates, without Members being able to claim any type of indemnity for any cause**

**of any nature.**

**The protocols of communication and code used are those in place on the Internet, notably the code protocol SSL for electronic payment.**

**Members recognize that they are informed of the relative reliability of the Internet network, notably of:**

- **relative security in the transmission of data**
- **non-guaranteed continuity of the access to the service**
- **non-guaranteed performances in terms of volume and speed of transmission of data**
- **eventual detours of unprotected data**
- **reproducible contents of sites without geographical limits**

**PRESTIGE-DIAMANT.NET will not engage in any guarantee, in the measure where the Internet is an open network, sensible by nature to such risks. Members recognize being aware of these risks and accepting them.**

**PRESTIGE-DIAMANT.NET will also not be held responsible for any possible damage from the intrusion of the computer system, from the interception of data or the transmission of a virus, of « Trojan horses, » « zombie » software, or any other file attempting to attack the integrity or the confidentiality of an information system.**

**PRESTIGE-DIAMANT.NET does not guarantee that the site, the servers that give it access, and/or third party sites that have a link from the Site PRESTIGE-DIAMANT.NET are free of viruses or other components likely to cause damage to goods or people.**

## **1. Length of Agreement**

**The agreement has an indefinite duration.**

## **1. Termination of the Contract**

**The agreement between the Member and PRESTIGE-DIAMANT.NET can be ended at any moment and without justification, either by the Member without warning or by PRESTIGE-DIAMANT.NET with a 45 day advance notice, unless there are contrary legal circumstances.**

**In the case of seriously reprehensible behavior of the Member or of a failure to abide by the obligations of the General Conditions of Sale, the termination will be carried out without notice.**

**The Member during the timeframe of the notice must take actions necessary to settle the operations in progress (wire transfers, sales, purchases, etc.)**

**After the operations in progress have been settled, PRESTIGE-DIAMANT.NET restitutes to the Member any credit balance on his/her Asset Account which the Member wishes**

to be transferred to a banking institution. These restitutions will occur by wire transfer to an account which the Member had previously communicated according to the specific rules about the association of a bank account to a Member account detailed in the General Conditions.

In the case of a termination initiated by prestige-diamant.net, if the Member abstains from communicating the information for a receiving bank account, PRESTIGE-DIAMANT.NET will block the sums until the valid information concerning a bank account are provided.

During the termination of the agreement by the Member, specific fees linked to this operation can be generated. Such fees are listed in the rubric « Charges » of the Site.

### 1. Termination of a Product or Service

Access to a product or service can be terminated either by the Member or by prestige-diamant.net

Except for contrary stipulations for certain products or services:

- the cancelation can be carried out at any moment
- the Member does not have to give any notice
- PRESTIGE-DIAMANT.NET will give a notice of 45 days. In case of seriously reprehensible behavior of the Member or failure to respect the obligations of the General Conditions of Sale, the cancelation will be carried out without notice. The cancelation of a product or service leads automatically to the cancelation of any exclusively associated product or service.
- It is not possible to cancel an order that has been executed
- The Privilege Pack is a 12-month service renewed by tacit agreement. A one-month notice before the anniversary date of service allows the cancelation by a simple letter or email.

An Asset Account with a negative balance for over 45 days leads to the immediate blockage of the Member Account, cancels any order not yet executed and leads to the downgrading of the Member's score. The account will be unblocked once funds are credited in a sufficient manner to cover the debts on the account.

### 1. In Case of the Death of a Member

The sums held in the Member Account by PRESTIGE-DIAMANT.NET will be blocked as soon as the death is announced. The Member account will be blocked as well.

In the case of the death of a Member, the general blockage of the Member Account will take place, in principle, automatically without notice. Only an order of the authority charged with the succession can end the blockage.

The investment diamonds of the Member will be kept for his/her account by PRESTIGE-DIAMANT.NET while waiting for instructions from those having rights to them (upon

**presentation of documentation proving succession rights) or from a lawyer in charge of the settlement of the succession.**

**A designated person having such rights in the account of the Member does not have specific power regarding the unblocking of the account as long as a competent authority has not clearly ruled on the succession.**

**The fees and commissions of the succession file calculated according to the charges in place are debited from the assets of the Member conserved by prestige-diamant.net.**

### **1. Termination of the Storage Contract**

**In the case of cancelation of the agreement between a Member and prestige-diamant.net, the contract for storage will be automatically canceled by prestige-diamant.net, by way of a 45-day notice in order to allow the resale of investment diamonds and/or any payments to be made (commissions, assets) by the owner. The direct or indirect fees associated with the contract remain at the charge of the Member (see the Charges page of the Site). If after 45 days there are still diamonds to sell, PRESTIGE-DIAMANT will proceed by putting them « on the market. »**

### **1. Bankruptcy of prestige-diamant.net**

**In the event that PRESTIGE-DIAMANT.NET would stop its activities, the investment diamonds of Members would remain their property and the judicial authorities in charge of the liquidation of PRESTIGE-DIAMANT.NET would be in charge of putting the diamonds or their exchange values back in the hands of their respective owners.**

## **XII. Contract Modifications**

### **1. Modifications of the Terms and Conditions**

**Any legislative measure or reglementary measure that has the objective of modifying all or part of the products and services described here will be applicable as soon as they are put in place.**

**The present General Terms and Conditions can therefore evolve and necessitate certain substantial modifications initiated by prestige-diamant.net**

**In this case, information will be communicated to the Member thirty (30) days before the effective date of the new General Conditions of Sale for those products and services. During the 30-day time period, each Member can refuse the modifications and denounce the new terms and conditions without cancelation fees by a regular or certified letter sent to PRESTIGE-DIAMANT.NET customer services. In the absence of denunciation by the Member in the 30-day time period, the modifications will be considered as definitively approved.**

### **1. Modifications of the Charges**

All the operations subjected to a fixed or proportional commission can be found on the Charges page of the Site. This document, accessible as soon as the acceptance of the Agreement, and periodically updated, can be consulted at all times on the Site. In case of major changes of the Charges initiated by prestige-diamant.net, information will be communicated to the Member one (1) month in advance. The absence of contestation by the Member within two months of the communication is equivalent to the acceptance of the new rates.

### 1. Member Information

Except for specific conditions foreseen for certain products or services, PRESTIGE-DIAMANT.NET will warn the Member either directly on the Site or by telephone, email, letter, or any other document addressed to the Member.

### XIII. Interpretation

In the case of difficulty of interpretation between one of the titles figuring at the head of the clauses and one of the clauses, the titles will be declared inexistent.

If one or several stipulations of the present General Conditions of Sale is considered null or inapplicable by the law or a relevant jurisdiction, this clause will be deleted from the present conditions without affecting the other clauses.

### XIV. Wire Transfers

PRESTIGE-DIAMANT.NET will make wire transfers only to accounts in the names of Members. Under no circumstances will wire transfers be made to a third party account.

### 1. Illicit Activities

The platform PRESTIGE-DIAMANT.NET cannot in any circumstance be used for illicit purposes or as a means of transferring money from one country to another.

### XVI. Method of payment

PRESTIGE-DIAMANT.NET will use as a method of payment only the method used by the Member during his/her transactions.

### XVII. Money in the account

The Member recognizes that money deposited in his/her PRESTIGE-DIAMANT.NET account must be used only for carrying out purchases on the site.

