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**TERMS AND CONDITIONS OF USE**

**DTC Information Services License Agreement**

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Welcome to DTC.Com (the “Site”), owned and operated by DTC. Except as otherwise noted herein, there terms and conditions (“the Terms”) govern your use of the Site and help you to understand the procedure to be followed.

Please read these Terms and Conditions carefully, because your access and use of the Site will constitute an agreement to follow and be bound by these Terms and Conditions mentioned below. If you do not agree to these Terms and Conditions which are mentioned, then you should not access or use the Site. DTC reserves all rights to make any changes in the Site, Terms and Conditions, Privacy Policy, Code of Conduct from time to time and the same shall be notified if you are already a registered member by way of email. For this reason, we encourage you to review these Terms and Condition and even the other information which is available in our *‘OTHER INFORMATION’* section whenever you use our Site because by agreeing to the Terms and Conditions you even agree to accept any such changes and even the content mention in the *‘OTHER INFORMATION’* section. DTC provides you with access to and use the Site subject to your compliance with these Terms and Conditions and KYC.

**GENERAL INFORMATION ONLY:**

We intend for the information on our Site to only provide service and to give a general overview on matters of interest and measures to be followed while using the Site. The information on our Site is not intended to be comprehensive, nor does it continues advise or our recommendation in any way, it only displays the product provided. We attempt to ensure the content is current and accurate, but we do not provide any guarantee about the accuracy and price and price of the same. The content will be verified by ‘**DTC Verifying Unit’** But the same will not be guaranteed**.** In case any of the buyer wants the same to be verified from the below mentioned labs in the *“VERIFYING LABS”* then the cost is to be borne by the *BUYER*.

Although we are diamond agents in case of ‘Parcel Section’ on our website and only service providers without liabilities when it comes to our ‘Solitaire Section’, nothing on this Site constitutes investment or financial advice. It is only a form of trading website. We will not liable for any errors or omissions and will not be responsible for any losses, injuries or damage related to your reliance or investments on this Site. If the buyer invest on any product which is not verified by ‘DTC Verification Unit’ or any lab mentioned in the then ‘Verifying Unit’ section then the Site/DTC is not liable to any transaction made or any losses incurred due to the same.

When a product is purchased by any BUYER the buyer has three options;

1. The buyer may trust the ‘DTC Verification Unit’ and accept the products which has been delivered to them or,
2. The buyer can ask DTC to send the product to any third -party lab (list mentioned below) and the charges are born by the buyer or,
3. The buyer can visit the DTC office and verify the product by themselves.

In case the buyer opts for option No. ‘i’ then DTC is not responsible for any damages incurred. When the buyer agrees with the ‘i’ option the buyer has agreed to accept the product without any questions and his right to proceed with any legal effects do not exist. In case the buyer opts for option No. ‘ii’ & ‘iii’ the buyer born all charges and there are no other further legal proceedings which the buyer can proceed to. The buyer has accepted the certificate by the DTC and even the third-party lab and cannot raise any grievance against the same. If the buyer has opted to the clause ‘iii’ then the buyer agrees to buy verify the product by himself which prohibits him to raise any grievance or proceed with any legal procedure to that effect.

**PRIVACY POLICY and USER INFORMATION**

Please refer to our Privacy Policy for information on how DTC collects, uses, and discloses personally identifiable information from its users.

**VERIFYING LABS:**

1. **..**
2. **..**
3. **..**
4. **..**

**SERVICE DISCRIPTION**

DTC and its affiliates attempt to be accurate as possible. However, DTC does not warrant that description of or other content of this site is accurate, complete, reliable, current, or error-free. Also, your access to the Site may also be occasionally suspended or restricted for repair, maintenance, or the introduction of new facilities or at any time without prior notice. DTC will attempt to limit the frequency and duration of any such suspension or restriction. DTC fail to provide any links to other sites over which DTC has no control. DTC is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other material on or available from such sites or resources.

**PROHIBITED USES:**

The Site may be used only for lawful purpose of trading and is available only for jewellers, verified agents and commercial use. An individual owner who do not want to buy any product in bulk will not be able to trade through the Site. Following are the Prohibited uses of the website.

You must not: -

1. reproduce or use any of the materials, information or any photos and prices for further commercial purposes, including the sale of product from the Site to be framed or embedded in another Site;
2. any unlawful transaction done in the name of the Site;
3. in any way modify the material on the Site;
4. in any way modify the price once the order is placed;
5. in any way provide any details which will affect the ‘Privacy Policy’ of the website;
6. in any way provide any personal details which will affect the Site’s performance.

In relation to the Site, you must not:

1. use the Site for any activities or post or any unlawful act, or any material and information which will breach any law or regulations, infringe a third party’s rights, or are contrary act which will cause any loss to the third party;
2. use the Site to post or transmit any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any user from using the Site or the Internet;
3. use the Site to send unsolicited emails or fake or false messages or to provide any detail which will affect the privacy norms;
4. in any way tamper or modify or doing any unlawful act which will be hamper the Site;
5. knowingly transmit any viruses or other disabling features to the Site or via any other Site;
6. attempt any of the above acts or facilitate or assist another person do any of the above-mentioned acts.

**RESPONSIBILITY OF COMMENTERS:**

If you post material on the Site through comments or mention any details about their own self or their company or any harmful comment which would affect the seller or which would be unlawful or derogatory to any person or their company or which would affect the ‘Privacy Policy’ then such comments shall be deleted and the person shall be de-registered and banned from the Site. In the cases where the Content in question constitutes of text, data, icons, characters, artwork, images, photographs, graphics, illustrations, music, sound, video, messages, graphics, or computer software that shall reveal its identity or shall not be as per the terms and conditions and privacy policy as provided then such comments will be deleted and such person will be de-registered and banned from the Site. By making the Content available, you represent and warrant that: (i) the downloading, copying and use of the Content will not infringe the proprietary rights and also the copyright, patent, trademark or trade secret rights, of any third party or creating any transaction in name of the Site (ii) when the person downloads or uploads any product and some third person comments over the same, the comment should not contain any such derogative, false or any such content which is unlawful; (iii) when you comment/visit you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms; (iv) the content is not spam, in not machine-or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites (v) further unlawful acts (such as phishing) or mislead recipients as to the source of the material such as hacking/spoofing/doing any such act in name of the Site or showing any product which would hamper the sale of the seller just to confuse the customer. (vi) The content uploaded is not false, inaccurate, defamatory obscene, racist, inciteful, pornographic, abusive, or offensive in anyway and it should not even have any content which will be unlawful or will have any criminal charges or give rise to even civil liabilities. (vii) The content uploaded should not have any such information which will disturb the peace and tranquillity in relation to religion, caste creed or sex. (viii) The content should not violate any city, state, national or international law and regulation that would fail to comply and be accepted within the Internet protocol.

By submitting Content for inclusion on this Site, you grant DTC and its subsidiaries a world- wide, royalty-free, and non – exclusive license to reproduce, modify, adapt, and publish the Content solely for the purpose of displaying, distributing, selling in case of Parcel Section, and promoting the content you have provided to the Site. The content should not contain any virus, bugs or any other devise that do not support the same and would crash the Site. The downloading, copying or use to the content will not infringe any rights, trademark or patent of any third party or seller. If you indicate to us that you wish to remove any Content provided by you, DTC will use reasonable efforts to remove it from the Site, but you will have to send an official email through your official email address by stating reasons for the same and the same will be unavailable by after following the due process. The content uploaded is not spam, is not machine generated. The content available is the one which is uploaded by the registered member i.e., the seller and DTC do not upload any content on their own behalf.

**INTERLECTUAL PROPERTY**

**COPYRIGHT**

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**TRADEMARK**

All logs, page header, button icons, scripts, and service names are trademarks, registered trademarks of DTC or its affiliates in India under the Indian laws. DTC trademark may not be used in connection with any product or service that is not DTC or which is not displayed on DTC website, in any manner which is likely to cause confusion among the customers or in any manner which will harm the DTC. DTC do not give any third-party/any other Site other than DTC to upload any product which belong to DTC Site. In case any person duplicates similar image or content or icon or logo or any act which is done with an intention to copy the website or do any unlawful act DTC can initiate legal proceeding against them. If any such malafide, fraudulent or unlawful act has been done by any of the customer or agents then they will be first de-register and then legal action will be initiated against them. All other trademarks not owned by DTC or its affiliates that appear on this Site are the property of their respective owners in case of parcels and Solitaires. Any infringement of such trademark the respective owners can initiate any legal action wherein DTC will not be a party to any such procedure.

**INFRINGER POLICY**

In cases where one believes that materials uploaded and content displayed on or linked to the Site violates their copyright, the one can contact us via our email mentioned below. In case where we have any information that any details, images or content from our Site has been copied or forged in any other website or has been unlawfully used then legal action will be undertaken against them as per the Indian law.

**ADVERTISEMENTS AND PROMOTIONS**

DTC reserves the right to provide advertisements and promotion from third parties on the Site. Your business dealings or correspondence with, or participation in promotions of, advertisers other than DTC, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. The DTC will not be holding any liabilities for the same if any loss or damage of any sort is incurred as a result of any such dealing or presence of any such advertiser on our Site.

**THIRD PARTY LINKS**

DTC makes/gives no warranties of any kind regarding any advertiser/sites other than DTC which you may be directed, copied, or hyperlinked from this Site. The Hyperlinks which are mentioned by you are solely included for your convenience and DTC makes no representations or warranties with regards to the accuracy, availability, suitability, or safety of information provided in such non-DTC Site. If you make any transaction in the name of DTC but in favour of a third party then DTC will not be responsible for the same. It is the sole responsibility of the Third Party or you. DTC do not endorse, warrant, or guarantee any such product or services which is provided by any Third Party which is not affiliated with DTC.

**DISCLAIMER AND LIMITED LIABILITY**

While DTC attempts to provide accurate and timely information, materials and content, there may be inadvertent technical or factual inaccuracies and typographical errors on behalf of DTC then the same shall be rectified. DTC as a service provider take utmost care that there fails to be any confusion for the customer and in case any such glitch arises then DTC will investigate the same. We reserve the right to make corrections and changes to the Site to any time without notice. In case of any grave or major change has been made then the registered members will be directed or informed the same by way of an email. We cannot warrant that the Site will be available at all times. At times there will be technical glitch and DTC technical team will look into the same and will try solving the same at the earliest. *DTC disclaims all warranties, representations, and endorsements of any kind, either express or implied, with regard to information accessed from or through the site, including without limitation are for a particular purpose. All the products which will be displayed in the Parcel Section of the Site will be verified by the ‘DTC verifying unit only after the order is placed’. DTC do not give any guarantee or warrantee that the Site or its function or the content and materials or service made available thereby and the product uploaded and price displayed for the same will be timely, secure, uninterrupted or error free or that defected will be corrected at the earliest. If any seller who is verified by the ‘DTC’ and who needs to make any correction in the parcel displayed should the grievance to the official team of DTC by way of a email on the official email-id of DTC and the same will be looked into. DTC makes no warranty that the site will meet users’ expectations or requirement. No advice, results, or information, or any oral or written communication through the site shall create any warranty or gurantee about the product. If you are dissatisfied with the site, you can either discontinue using the site or de-register yourself at any time.*

*In no event DTC or its affiliates or its directors, officers, employees, agents or content or service providers are entitled to any loss, direct or indirect damages which have been made you. In no events event DTC or its affiliates or its directors, officers, employees, agents or content or service providers are entitled to any incidental, consequential, exemplary, or punitive damages, loss by any third party or even by the content which was uploaded on the site. In no event DTC or its affiliates or directors or officers are responsible for any loss due to transaction made to any third party who are not assigned by DTC. In no event DTC or its affiliates or its directors, officers, employees, agents or content or service providers are entitled for any legal proceeding if the damage caused to you because of the limitation in providing the product or in any tangible or intangible damage caused. In no event DTC or its affiliates or its directors, officers, employees, agents or content or service providers are entitled if you make any violate any rights of any person i.e., either the buyer or seller and in case of Solitaires DTC is not responsible for any damages as DTC acts as a just a service provider.*

*Any material downloaded or otherwise obtained by using the site is done at your own direction and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the downloading of such material.*

**INDEMNITY**

You agree to defend, indemnify and hold DTC, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys’ fees, in any way arising from, related to or in connection with your use of the Site, your violation of the Terms hereof, or the posting or transmission of any materials on or through the Site by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right.

**CODE OF CONDUCT**

**For Buyers:** The buyer needs to follow all the terms and conditions and even the privacy policy as mentioned. Any fraud or misrepresentation done by way of any fake website or any misleading or false act which will hamper the reputation of DTC and even cerate any loss to the seller, then strict actions will be taken against them.

**For Sellers:** The seller needs to follow all the terms and conditions and even the privacy policy as mentioned. If the seller provides any information which is falseor creates and fake account or uploads any false or misleading details, then strict actions will be taken against them.

**APPLICABLE LAW**

By visiting this Site, you agree that the laws of India will govern these Terms and Conditions and any dispute of any sort that might arise between you and DTC or its affiliates.

**DISPUTES**

Any dispute relating in any way to your visit to this Site shall be submitted to the exclusive jurisdiction of the courts of Mumbai, Maharashtra, India.

**SITE POLICIES**

Please review our other policies on the Site. The policies also govern your visit to the Site. We reserve the right to make changes to our Site, policies and these Terms and Conditions at any time. If any of these conditions shall be deemed invalid, void or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions. The product once delivered to the customer shall not be returned or exchanged.

**CANCELLATION:**

DTC is not responsible if the termination to a transaction is done after the processing time or 24 hours whichever is earlier from the time of the order placed. In case wherein there is an urgent requirement and the same has been purported by the buyer then the termination or cancellation to that order do not take place.

**DISCLAIMER**

The views and opinions expressed on this Site are those of the authors and do not necessarily reflect the official policy or position of the DTC or any others service provided by DTC or its officers, directors or employees. DTC does not guarantee or warrant the accuracy or validity of any information presented by DTC or the view expressed therein.

**TERMINATION**

DTC may terminate your access to all or any part of the Site at any time, with or without cause, with or without notice, effective immediately. DTC can terminate the Site immediately as part of a general shut down of our service. If there is any unlawful act conducted by any of the party DTC can terminate access without providing any reason. All provision of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership, provisions, warranty disclaimer, indemnity and limitations of liability.

**GENERAL**

These Terms constitute the entire agreement between you and DTC AND GOVERN YOUR USE OF THE Site, and they supersede any prior agreements between you and DTC. You may also be subject to additional terms and conditions that are applicable to certain parts of the Site. In case wherein the DTC failed to comply with certain rights or provision of any terms the same shall not constitute a waiver of such rights or provisions. If there is any term and condition which will be invalid or changed the same will be mentioned. The invalidity of any terms, condition or provisions shall not affect the enforceability of those terms, conditions or provisions of Terms and conditions and may deemed to be enforceable by the applicable court if law.

All the Terms and Conditions are construed and enforced in accordance with law and procedure practiced in India. If any dispute arises during these terms shall be resolved by way of Arbitration, Conciliation or Mediation procedure. The above mentioned three procedures will be conducted within the jurisdiction of Mumbai. In case the above dispute is not resolved then the proceeding is to be conducted in the courts within the jurisdiction of Mumbai, Maharashtra.

For any questions or assistance, please contact us at DTC **Website contact link**