

GIA RETAILER SUPPORT PROGRAM TERMS

All GIA materials ordered or downloaded through the Retailer section of the GIA Store are intended for use in brick and mortar retail and online stores that carry gems with GIA reports and/or have staff that hold a GIA certificate or diploma (and qualify as GIA alumni) that can be validated via GIA Education Records Department.

Your use of the Retailer section of the GIA Store, retailer.gia.edu and all related pages and subdomains, as well as any services available therein (collectively, the “**Retailer Support Site**”) is subject to these GIA Retailer Support Program Terms (the “**Retailer Support Terms**”), the [GIA Website Terms of Use](#), and the [Terms and Conditions of Sale](#) (collectively, the “**GIA Terms**”), which are incorporated by reference into these Retailer Support Terms. The GIA Terms are a legal contract between the Gemological Institute of America, Inc. (“**GIA**,” “**We**” or “**Us**”) and you (“**You**,”), and govern your (“**Your**”) use of the Retailer Support Site, as well as Your use of the Retailer Tools, Retailer Materials (both defined below), GIA® marks, and GIA’s name in Retail Stores (defined below). In the event of a conflict between the Retailer Support Terms and the GIA Terms, the Retailer Support Terms shall govern with respect to the Retailer Support Site, the Retailer Materials, and Retailer Tools.

INTELLECTUAL PROPERTY RIGHTS

The GIA Retailer Support Site makes accessible certain GIA Materials such as GIA educational materials, publications, design, text and visual images, audio and video recordings, reports, and other content and materials, (the “**Retailer Materials**”). On the Retailer section of the GIA Store, You may also purchase or order certain tangible tools such as brochures, signage, displays, and other items (the “**Retailer Tools**”). In order to access the Retailer Materials or order the Retailer Tools, You must register with Us by providing your name, business or store name, email, and contact information, and You must also accept the Retailer Support Terms.

The Retailer Support Site, the Retailer Materials, and the Retailer Tools (which may include logos, graphics, video, images, software and other content), are the copyrighted and/or trademarked work of GIA or GIA’s third-party licensors and suppliers, and are owned or licensed by GIA. You may not copy, reproduce, transmit, distribute, rent, sublicense, alter, store for subsequent use, modify, edit, create derivative works of, reverse engineer, enhance or in any way exploit the Retailer Materials or the Retailer Tools, except as expressly permitted under these Retailer Support Terms.

USAGE GUIDELINES

In these Retailer Support Terms We are granting You a limited, non-exclusive and non-transferable license to download, use and display the Retailer Materials, or to order, use and display the Retailer Tools, solely in a retail store location or on a retailer/e-tailer website that carries gems with GIA reports and/or has staff that hold a GIA certificate or diploma (and qualify as GIA alumni) that can be validated via GIA Education Records Department (each a “**Retail Store**”), as well as in advertising or promotional materials related to such Retail Stores, in compliance with the Usage Guidelines set forth herein, with the exception of the Birthstone Images Suite, which is only approved for website use. All materials must also follow the corresponding usage guidelines as outlined below, as well as other guidelines and

terms of use to the extent they apply to you, including Alumni, Education, and Laboratory terms and guidelines.

You represent and warrant that You are fully responsible for ensuring that the Retailer Materials and the Retailer Tools are at all times used and displayed in accordance with these Retailer Support Terms, including by any authorized personnel or agents of a Retail Store or any other third parties whom You permit to access, use or display the Retailer Materials and Tools. If You are accepting the Retailer Support Terms on behalf of a Retail Store, You represent and warrant that You are duly authorized to do so and to effectively bind the Retail Store to these Retailer Support Terms.

GIA, in its sole discretion at any time, may require You to immediately modify, remove, or delete any of GIA's content including without limitation use of logo, intellectual property, or material.

Appropriate Use of Retailer Materials and Retailer Tools

1. You will at all times accurately represent Your credentials, and the GIA Retailer Tools, and Retailer Materials.
2. You may use the Retailer Materials to make factual references to GIA and its education, research, laboratory services, academic credentials, and grading and identification reports, provided such references are accurate, are not likely to cause confusion, mistake, or deception, and do not imply an affiliation with, connection to, or association between GIA and You.
3. You may make a true and correct copy of a GIA report available for a customer's inspection prior to purchase of a GIA-graded gem, and provide a copy of such GIA report to a customer upon purchase.
4. You may resize the GIA Retailer Logo Lock-up treatments downloaded from the Retailer Support Site based on Your marketing needs, provided the GIA Retailer Logo Lock-up treatments are not larger than 50% of the size of Your/a Retail Store's logo appearing on the same page (so as to not cause confusion, mistake, or deception, or imply an affiliation with, connection to, or association between GIA and You or a Retail Store).
5. You may display Retailer Tools in a Retail Store provided Your use is consistent with these rules, and provided You do not imply an affiliation with, connection to, or association between GIA and You.

Below are examples of acceptable advertising treatments using the approved GIA Retailer Logo Lock-ups:

Acceptable Print Reference for GIA Retailer Logo Lock-up:



Acceptable Online Reference for GIA Retailer Logo Lock-up:



Prohibited Usage

1. You may not change or modify in any way (other than resizing GIA Retailer Logo Lock-up treatments as set forth above) the Retailer Materials or the Retailer Tools.
2. You may not use any of the Retailer Materials (including without limitation logos), Retailer Tools, any GIA marks, or the terms GIA or Gemological Institute of America in any manner which implies an endorsement by GIA, or an affiliation with, connection to, or association between GIA and You or a Retail Store.
3. The following are examples of unacceptable usage of GIA's name and/or marks, and may not be used by You:
 - GIA Appraiser
 - GIA Certified
 - GIA Certified Diamond Appraiser
 - GIA Certified Diamond(s)
 - GIA Diamond(s)
 - Certified GIA Appraisals
 - Certified GIA Appraiser
 - Certified Graduate Gemologist
 - Member, Gemological Institute of America
 - Member, GIA Laboratory
4. You may not use any of the Retailer Materials (including without limitation logos), Retailer Tools, any GIA marks, or the terms GIA or Gemological Institute of America in any way that is misleading, inaccurate, or inappropriate, or contrary to their intended use.

As noted, the above are examples of prohibited usage, but not a complete list. For questions on the terms of use or for proper usage guidelines, please contact GIA's Retailer Support manager at retailersupport@gia.edu.

GIA LABORATORY REPORT GUIDELINES

The following apply to Your use of GIA Laboratory Reports:

1. If You purchase grading and identification services for a particular gem that You own or are offering for sale, You may provide a copy of such report to a purchaser or reseller of the gem. The report must represent the composition and content of the actual report, and may not be edited, excerpted or altered in any manner.
2. You may display in your Retail Store, and provide a copy thereof, a GIA report for a product that You own or are offering for sale. The report and any copy thereof must represent the composition and content of the entire GIA report. It may not be edited, excerpted, or altered in any manner.
3. You may electronically scan and display on Your website or transmit via email an actual report for a product that You own or are offering for sale. The image and/or copy must represent the composition and content of the actual report. It may not be edited, excerpted or altered in any manner.

MASTER DIAMOND REPORT

The following apply to Your use of GIA Master Diamond Reports:

1. You may state that You are using master color comparison diamonds graded by GIA for color grading. This provision applies only to diamonds graded by GIA and that are referenced in a “GIA Master Diamond Report.” Such diamonds should be described as “Graded as Master Stones by GIA” in any related advertising, promotional or similar materials.
2. You may not claim that color grading is being conducted against a diamond based on GIA’s color grade finding in any other report.
3. You may not claim that You or the Retail Store grade according to GIA guidelines using GIA scales and/or methods.

GIA CREDENTIAL NAME USE GUIDELINES

The following apply to Your reference to any GIA Academic Credentials:

1. Usage guidelines apply to all current and former students of the Gemological Institute of America, Inc. and its related entities (collectively referred to as GIA).
2. Academic credentials earned at GIA are respected by gem and jewelry professionals around the world. They are the internationally recognized symbol of the highest standard of education in the fields of gemology, jewelry manufacturing arts, and jewelry business.
3. It is appropriate and customary for recipients of GIA diplomas to signal their achievement by appending the relevant academic designation to the end of their name. It should be noted, however, that GIA alumni are required to abide by specific standards of usage when referring to such credentials.
4. Although the following examples do not reference every diploma offered by the Institute, they should help you determine how GIA’s Usage Guidelines for Academic Credentials apply to you.

GENERAL USAGE

1. You may reproduce and display Your GIA diploma, certificate, or letter of completion in its entirety. Note that when a credential is advertised, it must be used in association with the recipient’s name and the advertisement must not in any way state or imply an affiliation with, or endorsement by GIA.
2. Only the acknowledgement of a diploma from GIA should be placed on business cards. Individual coursework that is completed but does not result in a diploma may be listed on résumés and curriculum vitae, but not business cards.

CERTIFICATION

1. It is incorrect to state that students, graduates, their businesses, or particular gemstones are “certified” by GIA.

2. GIA does not certify anyone or anything. Neither a student nor a graduate who has been awarded a certificate or diploma, nor a gem which has been graded or identified by GIA has been “certified” by GIA.

DIPLOMAS

1. The following examples refer to the Graduate Gemologist (GG), Accredited/Applied Jewelry Professional (AJP), Gemologist, Jewelry Design & Technology (JDT), and Graduate Jeweler (GJ) diplomas:
 - John Doe, GIA Graduate Gemologist or John Doe, GIA GG
 - Jane Doe, GIA Applied Jewelry Professional or Jane Doe, GIA AJP
 - John Doe, GIA Gemologist
 - Jane Doe, GIA Jewelry Design & Technology or Jane Doe, GIA JDT
 - John Doe, GIA Graduate Jeweler or John Doe, GIA GJ
 - Jane Doe, GIA GG, GJ
2. The following examples refer to the Graduate Diamonds, Graduate Colored Stones and Graduate Pearls diplomas:
 - Jane Doe, GIA Diamonds Graduate
 - John Doe, GIA Colored Stones Graduate
 - Jane Doe, GIA Pearls Graduate
3. The following examples refer to the Applied Jewelry Arts (AJA) diploma and the Jewelry Business Management (JBM) diploma:
 - John Doe, GIA Applied Jewelry Arts or John Doe, GIA AJA
 - Jane Doe, GIA Jewelry Business Management or Jane Doe, GIA JBM

QUESTIONS OR COMMENTS

If you have specific questions or would like to contact Us about the GIA Retailer Support Site, please contact GIA’s Retailer Support manager at retailersupport@gia.edu.