

Terms and conditions

Welcome to Gem Haul's website. The following users Terms and Conditions are the fundamental rules regarding your use of the website, of the rental services and of the purchasing services offered by Gem Haul.

Please carefully read the following Terms and Conditions before using the website or any services offered by Gem Haul. Using any of those services signifies your knowledge, understanding and your agreement to the Terms and Conditions and that you are held by those terms. These users Terms and Conditions constitutes the integral agreement between Gem Haul and yourself concerning the use of the website and services, and replaces any prior agreement that have not been integrated to these Terms and Conditions.

Jewelry rental

Jewelry delivery – All deliveries are carried out by specialized delivery provider. Gem Haul reserves any rights to change said provider from time to time.

Condition of jewelry – Gem Haul commits to inspect, clean and disinfect all rental jewelry without exception.

Use of Jewelry – By using Gem Haul's services, you commit yourself to carefully use the jewelry. You are responsible for the loss, theft or destruction of the rented jewelry. You are also responsible for any damage resulting from non-regular wear of the jewelry while it is rented to you. If you return jewelry that is damaged beyond what can be considered reasonable wear resulting from incorrect use, you authorized, by the following terms, Gem Haul to debit the full value of the jewelry from the credit card associated to your account.

Jewelry return – To return your jewelry, you only have to send them back in the box in which you received them. After applying the provided prepaid return sticker on the provided return envelope, call the number on the sticker to have the delivery provider collect it or leave your package at the carrier's establishment.

Return period – The jewelry boxes can be returned at any time. However, you only have until the last day of your contract to return the box and its content.

Late return – Gem Haul consents to allow a grace period of ten (10) days for the return of the rented jewelry. This period starts from the day after the end of your contract. After that period, you accept and authorize by the following terms and agreements, Gem Haul to debit the full value of the unreturned jewelry from the card associated to your account.

Jewelry purchase

Purchased jewelry return – Jewelry bought following your decision or after the grace period cannot be returned.

Quality warranty – Gem Haul guarantees the quality and the good condition of sold jewelry. Thus, Gem Haul commits itself to replace or refund any jewelry damaged due to manufacturing defect within thirty (30) days of purchase or of the last day of the grace period.

Referral credit program

Gem Haul may offer a program where you can invite friends to join Gem Haul in order to receive referential credits. The credits may be used to buy jewelry received through your membership. You understand that referral credits are not transferable, may not be sold or auctioned and may not be pooled with other members.

You agree that having multiple Gem Haul accounts is a violation of these Terms and Conditions and that you may not send invites to alternate email addresses or accounts or try to bypass Gem Haul's referral program in any way. Breaking these Terms and Conditions could result, without limiting any other Gem Haul rights or remedies, in forfeiture of your membership and all referral credits in your account. Gem Haul reserves the right to void any credits in your account if we suspect that the credits were earned by a breach of these Terms and Conditions or by any other fraudulent manner.

Credits will only be applied to your account once your friend becomes a paying member. The referral program is void where prohibited by law. Gem Haul reserves the right to modify or terminate the referral program at any time, although the credits already accumulated by the user shall be valid for six (6) months from the date of posting. Credits will be applied to your next order, provided that the website server can process the request at that time. You understand that your account may not always be up to date with the current number of credits you have left.

Plan cancellation

Month to month – You can cancel your month to month plan on any given month. Notwithstanding the preceding, you must inform Gem Haul of your intent to cancel at least 14 days before your next billing date. If you give advice of your intent to cancel within 14 days of your next billing date, Gem Haul reserves the right to determine if your plan can be terminated before the next billing date, or the one after.

Long term plan – Any long term or prepaid plan can be canceled if you require so. Gem Haul consents to refund the value of the plan. Notwithstanding the preceding, the cost already engaged by Gem Haul for the handling and delivery of the jewelry plus a fee of twenty-five percent (25%) of the canceled plan's value will be charged. Exceptionally, no penalty fees will be applied for any cancellation done within fourteen (14) days of the plan's activation.

Jewelry resale

Gem Haul sells and rents jewelry exclusively to retail clients. By using the website and the services offered by Gem Haul, you acknowledge not to buy or rent jewelry in order to resell, export or rent it. Gem Haul reserves the right to terminate the account and restrain immediately the access to the website and stop the service to any user transgressing this provision.

Trademark

Trademarks, business names, alias, packaging and logos displayed on this website are the trademarks or unregistered marks of Gem Haul or their partners who hold the displayed trademarks. No information on this website or in this Terms and Conditions can be deemed to be granting you any right or license whatsoever to use any of those trademarks.

Copyright

The text, trademarks, images, graphs, pictures, videos and their organisation on the website are protected by copyrights, patents, trademarks and other intellectual protective rights. Except with the express written consent of Gem Haul, website content cannot be downloaded, copied, printed, processed or published for commercial purposes, on a website or anywhere else. The use for this website is exclusively for rental or purchase for personal use, information and personal communication with Gem Haul. You can download, copy or print the content of the website for your personal use. No rights, entitlement, or interest related to any content are transferred to you by downloading, copying, printing or use of the website.

User's responsibility

By using the website and the services offered by Gem Haul, you understand and accept that:

- You are using the website at your own risks;
- Gem Haul cannot be held responsible for any loss or damage caused by or linked to your use or incapacity to use the website, including damage caused by interruptions, viruses or network failure.
- Gem Haul cannot be held responsible for the loss or damage caused or linked by your use of the services offered, including in particular, your use of rented or purchased jewelry.

As a result of the foregoing, you accept to indemnify and to hold harmless Gem Haul, its administrators, executives or employees regarding any damage, loss, claim, fees or expenses emanating or linked to the use of the website or the services or from a violation of the present Terms and Conditions.

Disclaimer

The content offered on this website is offered as it is and without warranty. Without limiting the generality of the previous statement, Gem Haul does not offer any warranty regarding the use, the availability or the relevance of the content or the performance of the website.

As a result of the foregoing, Gem Haul holds the right to modify or delete the content of the website, to suspend or withhold your use of the website in anyway, anytime, for any reasons and without notice. Gem Haul cannot be held responsible of possible consequences regarding these actions.

Occasionally, the information on this website may contain mistakes, including but not limited to, typing errors, inaccuracy or omissions related to the availability of the jewelry, offers and promotion, information linked to prices, jewelry description or delivery. Gem Haul reserves the right, at any time and without notice, to correct a mistake, inaccuracy or omission, and to modify or actualise the information, or cancel orders if an information on the website is incorrect (including after the submission of your order).

Gem Haul reserves the right to cancel, ban, limit or suspend any delivery or jewelry purchase for any reasons, including but not limited to, restricted availability of jewelry pieces. Any offer of service on the website is voided where non applicable.

Termination

The present terms and Conditions are valid until you inform Gem Haul that you do not desire to use the website or services offered by Gem Haul or when you stop using them.

Notwithstanding any other provision, you understand and agree that the Terms and Conditions can require the execution, compliance or application pass the termination date. Consequently, you agree that those Terms and Conditions shall continue to be valid and enforceable after the termination date.

Gem Haul reserves the right to terminate the present terms and conditions at any moment and without notice and, in consequence, deny access to the website if you do not conform to the conditions or provisions of the Terms and Conditions. In case of termination by Gem Haul, you accept and agree to destroy without delay any element downloaded or otherwise obtained from the website, and copies of such elements.

Generalities

Minimum age – By using this website, you declare that you have the legal age of majority in your country of origin or that you have reached the legal age of majority in your country of residence and that you have given your consent to any minors under your charge to use them.

Covered territory – Gem Haul offers its services in Canada and the United-States.

Modifications – Gem Haul can, from time to time, to its discretions and without notice modify, suppress, review or update the Terms and Conditions of the website and services. Using the website or services following any change, suppression, reviews, or update indicates your agreement and consent to the modified, suppressed, reviewed, or updated Terms and Conditions.

Governing law – The present Terms and Condition are governed by and interpreted according to province of Quebec laws and Canadian laws were applicable.

Court District – by using the website or services offered by Gem Haul, you agree, for any claims or lawsuit arising from or related to the website, to the services or to the Terms and Conditions, to choose the court district of Montreal, from the province of Quebec, Canada, as the rightful location to hear those claims or lawsuit excluding any other court district in Quebec, or other places, which may have jurisdiction on such a dispute.

Contact us!

If you have any questions regarding the user's Terms and Conditions or wish to get more information, please contact Gem Haul.