

User Agreement

Andaaz Jewelers, User Agreement

Effective Date: July 1, 2017

These terms and conditions apply to the ANDAAZ JEWELERS website located at www.andaazjewels.com, and all associated web sites linked to www.andaazjewels.com by Andaaz Jewelers, its subsidiaries and affiliates (collectively 'the Site'). Please read these terms and conditions (the 'Terms and Conditions') carefully. BY USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

These Terms and Conditions govern your use of, and any purchase from, the the Site, and constitute an agreement between you and Andaaz Jewelers. Andaaz Jewelers reserves the right to change or modify any of these Terms and Conditions or any policy or guideline of the Site at any time, and in its sole discretion. Any change or modification will be effective immediately upon posting of the revisions on the Site. Your continued use of the Site following the posting of its changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should frequently review these Terms and Conditions and any other applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Site.

Age

- You must be at least 18 years of age to create an account and purchase any items from andaazjewels.com

Product Availability

- If the piece of jewelry you are interested in is currently listed as "Sold Out", please call us and we can tell you if or when the item will be back in stock. Sometimes with the volume of orders we receive, an item may go out of stock before we are able to post a notification on the Site. If this happens, we will contact you directly to discuss possible options.
- Data, including prices, may be inaccurately displayed on our Site due to system or typographical errors. While we make every attempt to avoid these errors, they may occur. We reserve the right to correct any and all errors when they do occur, and we do not honor inaccurate or erroneous prices. If a product's listed price is lower than its actual price, we will, at our discretion, either contact you for instructions before shipping the product or cancel the order and notify you of such cancellation. If the order has been shipped, you agree to either return the product or pay the difference between the actual and charged prices. Our prices are also subject to change without notice. We apologize for any inconvenience that this may cause. If you have any questions, please do not hesitate to contact us at info@andaazjewels.com or (630) 724-1700.

Pricing Policy

- You may pay for your orders with major credit cards issued in the United States of America, in addition all billing and shipping address must be within the continental United States. Currently, we accept Visa, Discover and MasterCard, American Express, Apple Pay, and Paypal.
- After you place an order using our shopping cart, we will check the information you give us for validity, by verifying your method of payment or shipping address. We reserve the right to reject any order you place with us without giving any reason. If we reject your order, we will attempt to notify you using the e-mail address or phone number you have given us with the order. **The shipping address must be the same as the billing address of the credit card used.**
- **We do not negotiate prices on our products and all our prices are final.** Online prices are generally lower than those in our showrooms. These prices only apply to our online store and would not be offered in store. Prices and offers are subject to change. All online sales are applicable to online products only, and will not be applicable for in-store purchases.

Return Policy

- You may return merchandise purchased at Andaazjewels.com if it meets the guidelines below.
- **Important: If you must for any reason return a portion or all of your orders, please notify Andaaz Jewelers via phone to receive a Return Number. Return Numbers are valid for 15 days from the day they were issued. ALL SPECIAL ORDER OR CUSTOM JEWELRY SALES ARE FINAL AND NON-REFUNDABLE OR EXCHANGEABLE.**

ANDAAZ EXCHANGE & RETURN POLICY

- Andaaz Jewelers provides a 10-day, no-questions-asked, **exchange** on all products and services purchased of equal or higher value items, (must be like jewelry type ie gold for gold and diamond for diamond) .
- If you wish to **return** an item, you can do so within 10 days of purchase, You will be charged a 10% restocking fee. The original shipping charges and insurance fee will also be deducted from the amount of your credit.
- Any calls or Return requests AFTER 10 days of receiving the jewelry will NOT be honored. NO EXCEPTIONS!
- In case of a return, a credit will only be issued after we receive the merchandise in question. You have to ship the item along with shipping insurance. Andaaz Jewelers will not compensate for this shipment.
- If you are not satisfied or have changed your mind about your purchase please notify us by e-mail (info@andaazjewelers.com) or phone (630-724-1700) and we will immediately issue a Return Number.
- All Special Order or Custom Jewelry sales are final and are not eligible for return or exchange
- In case of an exchange you may only exchange one time per sale.

The following terms must be met by you. Return the merchandise to us within 10 days of your original receipt of the order:

- **The products must be returned in new, unused, and resalable condition.**
- You must include all packaging materials.
- You must pay any return shipping expense.
- Display the Item Code # prominently on the outside of the box to avoid delays to your refund.
- Upon receipt of the returned merchandise in good order in accordance with the above and within 10 days of original delivery, we will issue a check or return the funds on the credit card. Alternatively you may choose to get store credit for the returned item for purchase of another item at a later date.

Mail to:
Andaaz Internet Sales
135 W Ogden Ave
Westmont, IL, 60559

Coupon Code

- Andaaz Jewelers limits coupon code use to one per customer per transaction. Coupons only cannot be combined with any other offers or promotions or coupons codes.. *Not valid on gold coins or special offers. For web customers use only.
- In case of typographical or system errors, andaazjewels.com reserves the right to cancel the orders. Andaaz Jewelers can terminate promotions, special discounts & coupons codes any time.

Information on our Site

- At Andaaz Jewelers, we make every attempt to ensure that our online catalog is as accurate and complete as possible. In order to give you the opportunity to view our products in great detail, some products may appear larger or smaller than their actual size in our photographs; and since every computer monitor is set differently, color and size may vary slightly.
- On the Site, we provide the measurements and weights of our products based on our manufacturing specifications. Slight tolerances may be accounted for based on finishing during the manufacturing process.

Ethical Sourcing

- At Andaaz Jewelers, we only purchase diamonds through the largest and most respected suppliers who, like us, proudly adhere to and enforce the standards established by the Kimberley Process, an international system that polices the trade of diamonds to ensure they are from sources free of conflict.

Privacy Policy

- Please refer to our Privacy Policy for information on how Andaaz Jewelers collects, uses, and discloses personally identifiable information from its customers.

Site Content

- The Site and all content and other materials, including, without limitation, the Andaaz Jewelers logo, and all designs, text, graphics, pictures, selection, coordination, information, data, software, sound and video files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Andaaz Jewelers or its licensors or users and are protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Use of the Site

- You are granted a personal, limited, non-sublicensable license to access and use our Site. Such license is subject to these Terms and Conditions and does not include: (a) any resale or commercial use of our Site or the Site Materials therein; (b) the collection and use of any product listings, pictures or descriptions for commercial purposes; (c) the distribution, public performance or public display of any Site Materials, (d) modifying or otherwise making any derivative uses of our Site and the Site Materials, or any portion thereof; (e) use of any automated means to access, monitor or interact with any portion of our Site, including through data mining, robots, spiders, scraping, or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of our Site, the Site Materials or any information contained therein, except as expressly permitted on our Site; (g) cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners, advertisement, or anything else which minimizes, covers, or frames or inhibits the full display of our Site; (h) use our web sites in any way which interferes with the normal operation of our sites; or (i) any use of our Site or the Site Materials other than for its intended purpose. Any use of our Site or the Site Materials other than as specifically authorized herein, without the prior written permission of Andaaz Jewelers, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable at any time.

Warranty Disclaimer.

- ALL JEWELRY IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. NEITHER WE NOR ANY OF OUR AFFILIATES OR SUPPLIERS MAKE, AND WE EACH HEREBY DISCLAIM, ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE JEWELRY OR WATCHES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.

Limitation of Liability.

- UNDER NO CIRCUMSTANCES WILL WE OR OUR AFFILIATES OR SUPPLIERS, OR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (EACH, A "ANDAAZ JEWELERS PARTY") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ACCESS TO OR OTHER USE OF THE MERCHANDISE, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some jurisdictions do not allow exclusion of certain warranties or limitations of liability, so the above limitations or exclusions may not apply to you. In such case, the aggregate liability of the ANDAAZ JEWELERS Parties shall be limited to one hundred dollars (\$100.00),.

Indemnification

- You agree to indemnify, defend, and hold each ANDAAZ JEWELERS Party harmless from and against any and all third party claims, liabilities, damages, losses and expenses (including without limitation taxes, reasonable fees and costs for attorneys and investigations) arising out of, based on, or in connection with your failure to pay applicable taxes, breach of this Agreement, or your access to or other use of any Merchandise.

Force Majeure.

- In no event shall we be liable for any failure or delay in performance of its obligations hereunder if such failure or delay is due to causes beyond our reasonable control including, but not limited to acts of God, fire or explosion, war, invasion, riot, or other civil unrest, governmental laws, orders, restrictions, actions, embargoes, or blockages, national or regional emergency, failure of common carriers including Federal Express, and injunctions, strikes, lockouts, labor trouble, or other industrial disturbances.

No Assignment.

- You may not assign or otherwise transfer this Agreement, or any of your rights or obligations hereunder to any third party.

Governing Law and Jurisdiction.

- This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of the State of ILLINOIS, without regard to its conflict of laws rules. You hereby submit to the exclusive jurisdiction of the state and federal courts located in the State of ILLINOIS, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated, signed and maintained in printed form.

Severability.

- If any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall apply only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and that provision and this Agreement generally shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in this Agreement.

Entire Agreement.

- This Agreement constitutes the entire agreement between you, the USER, and us, ANDAAZ JEWELERS, with respect to the subject matter contained herein, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you, the USER, and us, RENT IT RANI, with respect to such subject matter.

BY USING THIS SITE YOU ACKNOWLEDGE THAT YOU HAVE READ, AND AGREE TO BE BOUND BY, THE TERMS OF THIS AGREEMENT.