



Terms of Use

Last updated: 10th April 2019

These Terms of Use and/or contract ("Terms", "Terms of Use" "contract") govern your relationship with the Hello Diamond Corp. www.diamDEXX.com website and the diamDEXX mobile application (the "Service"), operated by Hello Diamond Corp. ("us", "we", or "our").

Please read these Terms of Use carefully before using our website and mobile application (the "Service").

Your access to or use of the Service is conditional to your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms including the privacy policy. If you disagree with any part of the terms then you may not access the Service.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, expiration date, billing address, bank account information, and other information that may be used to verify your identity.

Payment

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase and/or service; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time on certain grounds including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order, suspicion of fraud or unauthorized or illegal transaction or for any other reasons.

Errors and Inaccuracies

Because of updates in connection with services and product we cannot and do not guarantee the accuracy or completeness of any information, including prices, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Intellectual Property

The Service and its original content, including but not limited to: names, logo, trademarks, trade dress, features and functionality are and will remain the exclusive property of Hello Diamond Corp. and can only be used by its authorized licensors.

The intellectual property and Service are protected by copyright, trademark, and other laws.

Our intellectual property may not be used without the prior written consent of Hello Diamond Corp.

Third-party websites and services

Our Service may contain links to third-party websites or services that are not owned or controlled or are independent and separate entities from Hello Diamond Corp.

Additionally, our Service may allow you to interact directly with third-party services without leaving our website or mobile application.

Hello Diamond Corp. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

If you elect to use a Partner Service, the Partner Service may ask you to provide personally identifiable information including, but not limited to, the following:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City

If provided, your email address may be used to contact you with newsletters, marketing or promotional materials, and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Third-party services may be terminated or suspended immediately, without prior notice or liability, at our sole discretion

Limitation Of Liability

We strive to insure a positive user experience however in no event shall Hello Diamond Corp, the diamDEXX website and mobile application nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Hello Diamond Corp, its subsidiaries, affiliates, and licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Canada, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

The courts of Canada in the Province of Alberta Legal district of Calgary have exclusive jurisdiction to settle any dispute and/or litigation of any kind arising from this contract and/or Terms of Use.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

We will try to give prior notice before enacting any changes however we are not obligated to do so.

These new terms will constitute the entire agreement between us regarding our Service, and will supersede and replace any prior agreements we might have between us regarding the Service.

By continuing to access or use our Service after those new terms become effective, you agree to be bound by them. If you do not agree to the new terms, please stop using the Service.