

Terms of Use

1. Notice / Acceptance of Terms.

This Terms of Use Agreement ("Agreement") governs and set forth the terms and conditions of your use of A Royal Co.'s ("Vision360") website at <https://v360.in> and all other features, content or applications, as currently or as may be offered in the future, in connection with the site (collectively "Website"), whether as a visitor or a registered user. Please read the provisions of this Agreement carefully before making any use of the Website, together with Vision360's Privacy Policy at <https://v360.in/privacypolicy.pdf> which explains how Vision36 treat Users' personal data and protect Users' privacy when using the Website, referenced herein as an integral part of this Agreement ("Privacy Policy"). By using the Website, you indicate your compliance and acceptance of the terms set forth in this Agreement. If you do not agree to these terms, please refrain from using our Website. Without derogating from the above, in the event that you have entered into a separate commercial agreement with Vision360 ("Limited Warranty And Technical Support Agreement - LWTS Agreement"), the terms of such Commercial Agreement shall also bind you and your use of the Website. You represent and warrant that you have the adequate legal capacity to agree to this Agreement; You further undertake that you will use Website solely for lawful, personal purposes, in accordance with these terms, without violating any law, regulation, ordinance or any right of Vision360 or any third party, including any right of privacy, publicity, copyright, patent or trademark

This Agreement is a legally binding contract made between Vision360 and you, as the user of the Website, to be referred hereunder as "User".

2. The Website as a Platform

The Website acts as an online platform for User to view and present stones and/or diamonds and/or other 3D objects delivered to Vision360 or Photography service centres (Separate Disclaimer available on <https://v360.in/disclaimer.aspx>) by User for photography purposes ("Object"). User acknowledges that Vision360 is not the reseller or seller of the Object and it does not sell any products or provide any services other than the presentation of 3d object photography, not through the Website or through any other platform or medium, accordingly, Vision360 is not acting as an agent of sale or an agent of any Object.

3. Intellectual Property

The Website, the Data (as such term is defined below) and any other content referenced in the Website (except for public domain material) is and shall remain under the exclusive ownership of Vision360. While User retains all ownership rights, title and interest in and to the Object itself, any derivative content and/or any other content related to the Object which was made by, for and/or behalf of Vision360, and any User Data (as defined below), including Object images, photographs, illustrations, 3d simulations and/or any other content which is derivative to the Object ("Data") is and shall remain at all times the sole and exclusive intellectual property of Vision360.

The names, logos, graphics, icons, designs, words, titles and phrases on the Website constitute trademarks, trade names, trade dress and associated services of Vision360. The display of any of these trademarks and/ or and Data does not convey the User and/or any other third party any license or other rights regarding these trademarks and/or trade names and/or Data, and any unauthorised use of such is strictly prohibited.

Any unauthorised copying, modification, alteration, redistribution or reproduction of the contents (including without limitation, any Data) of the Website by the User or by any person may be a violation of common law, copyright and/or trademark laws. Vision360 shall be entitled to seek injunctive relief and/or a decree for specific performance barring any such actual or threatened violation, without proof of damages from any court in any jurisdiction.

Subject to User's full compliance with the provisions of this Agreement, the Privacy Policy, and the User's respective LWTS Agreement (if applicable) including payment to Vision360 thereof, Vision360 hereby grants User who has active User account, with a non-exclusive, revocable, worldwide, non-sublicensable, nonassignable license to use the images, photographs, illustrations, 3d simulations of User's Object which accessible under such User's account ("User's Object Data"), solely for the purpose of such User's own promotion and marketing activities for commerce transactions between User and additional businesses, and strictly in accordance with the provisions of the LWTS Agreement. For removal of any doubt, the license above expressly prohibiting the use of any User's object Data in any public websites/platforms (i.e. websites which are not restricted for use with username and password) and/or any websites/platforms which offer items which are similar to the public.

4. Changes or Alterations to the Website

Vision360 reserves the right to change, alter, update, modify, suspend, and discontinue, temporarily or permanently, the Website and/or all or any of the, services and/or content on the Website, including without limitation, any Data and/or the availability of the Data, with or without notice, and for any or no reason. Vision360 shall not be liable towards the Users or any third party for any such modifications, availability (or the lack of such) suspensions or discontinuance of any or all of the products, services or content of the Website.

5. User Accounts

Certain portion of the services and/or content on the Website, and in particular, the images, photographs and/or additional content related to User's Object and which are considered as Data, may be accessible by User only upon registration for an activated profile. The registration process may be performed on/via the Website and/or, separately, by Vision360 via telephone, email, and/or by any other means, as Vision360 deems advisable and in its sole and absolute discretion, and may be subject to additional terms which shall govern such registered User's engagement with Vision360 (including without limitation, the terms of the LWTS Agreement), as shall be further described therein. Performed in any medium, the registration process may require User to provide alias and personal information including, but not limited to, a user name, password and an e-mail address. User agrees that all information supplied by it is true and accurate. Vision360's use of any of such personal information is governed by its Privacy Policy. User shall be responsible for maintaining the confidentiality of User's user name and password and for any and all use of its profile.

Without derogating from the provisions of any other agreement entered between User and Vision360, including but without limitation, from the provisions of the LWTS Agreement, Vision360 reserves the right to terminate User's profile on the Website or refuse any or all use of the Website by User for any reason or no reason.

User may not share, distribute, rent, lease, sell, transfer or give away access to its account to any person.

6 User Data

Subject to all applicable laws and the stipulations of the Privacy Policy with respect to the User's personal information, any non-identifying communications and data sent by the Users of the Website via the Website or otherwise to Vision360 (collectively, "User Data"), is non-confidential.

User hereby grant to Vision360, a non-exclusive, irrevocable, worldwide, perpetual, sub-licensable, assignable, royalty-free license to display, publish, use, translate, create derivative works and/or content from, reproduce, reformat, compile, archive, distribute, and transmit the User Data, on all media, whether now known or hereinafter devised, in accordance with the Vision360's Privacy Policy.

User represent and warrant towards Vision360 that the User Data and the license granted herein (i) are factually accurate; (ii) does not violate any intellectual property rights; (iii) does not contain information which is obscene or defames, libels or otherwise injures or interferes with the privacy of others; and (iv) does not require the payment of any kind by Vision360 to others.

7 Disclaimer of Warranties

NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS USER IS ENTITLED TO AS A CONSUMER, TO THE EXTENT THAT SUCH RIGHTS CANNOT BE WAIVED OR ALTERED BY USER BY A CONTRACTUAL AGREEMENT. USER EXPRESSLY AGREES THAT THE USE OF SERVICES OFFERED BY VISION360, INCLUDING WITHOUT LIMITATION, VIA THE WEBSITE, IS AT USER'S OWN RISK. ALL SERVICES OFFERED BY VISION360 ARE PROVIDED ON AN "AS IS" BASIS. VISION360 EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, TERMS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED (WHETHER BY STATUTE OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES WITH RESPECT TO THE DATA'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. VISION360 MAKES NO REPRESENTATION, WARRANTY, OR TERM OR OTHER CONDITION (I) THAT THE SERVICES OF VISION360, INCLUDING SUCH SERVICES WHICH ARE AVAILABLE TO USER ONLY VIA THE WEBSITE, WILL MEET USER'S REQUIREMENTS, OR THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, CONFIDENTIALITY OR PRIVACY OF ANY OF USER'S INFORMATION REGISTRATION DATA, OR ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE ON THE WEBSITE. ANY MATERIAL OR DATA OBTAINED THROUGH THE USE OF THE WEBSITE, IS DONE AT USER'S OWN DISCRETION AND RISK AND USER ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING SUCH INFORMATION, MATERIAL OR DATA. VISION360 MAKES NO REPRESENTATION, WARRANTY, TERM OR CONDITION REGARDING THE DATA OR REGARDING TO, OR IN CONNECTION WITH ANY TRANSACTIONS ENTERED INTO IN RELIANCE OF THE DATA, WHETHER TO USER AND/OR TO ANY OTHER THIRD PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL, WRITTEN OR SCREENED, OBTAINED BY USER FROM VISION360 OR THROUGH THE WEBSITE, SHALL CREATE ANY REPRESENTATION, WARRANTY, TERM OR CONDITION NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER.

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Vision360 is not and shall not be liable toward User and/or any other third party, for any delay, inaccuracy, error or omission with respect to information or the transmission, display or delivery of any Data and/or any other presentation of information or content made available through/via the Website and/or for any damage arising therefrom or occasioned thereby, or for the results obtained from the use of any such information and/ or the Data. Vision360 is not liable for any act or omission of any User on the Website. User assumes the entire risk as to the accuracy, adequacy, completeness, currency, validity and quality of any information relating to or displayed on the Website, including without limitation, with respect to any Data.

8 Limitation of Liability

In no event will Vision360 ever be liable to User or any other person or entity for any claims, proceedings, liabilities, obligations and/or Damages in an amount exceeding the amount User paid to Vision360 in the year preceding such claim, liability obligation or Damage.

9 Links to Other Sites/Advertisements

Vision360 may provide links to external websites or resources (which are not the Website) for your convenience and reference only. Vision360 do not control or endorse and is not responsible for the availability of or your experience on these external websites or resources or for any content, advertising, products, data or other materials on or available from such external websites or resources. User's use of and dealings with the owners or operators of these external websites or resources is at its own risk and according to their respective terms.

9.1 External website data

Vision360 ShowCase uses GIA certificates links as an external website for auto binding of GIA diamond appraisal certificate in that is not provided or maintained by or in any way affiliated with Vision360.

Please note that the Vision360 does not guarantee the availability, accuracy, relevance, timeliness, or completeness of any information on this external GIA websites and with such conditions, customers have to feed the diamond data & certificate manually.

10 Indemnification

User agrees to indemnify and hold harmless Vision360, its affiliates and any persons or parties involved in creating, producing, delivering or managing the content, services and any Data on the Website, from and against any claims arising out of or relating to: (1.) content the User submits, posts, uploads, sends, brings to the attention of Vision360 or otherwise transmits to or through the Website or directly to Vision360; (2.) User's violation of this Agreement; or (3.) User's violation of any rights of any third party in connection with the Website.

11 Modifications to Agreement

Vision360 reserves the right to change, add to, delete portion from or modify the Agreement and/or the terms of its Privacy Policy, from time to time, at its sole discretion. Posting the modified Agreement and/or Privacy Policy on the Website will give effect to its revised terms. Thereafter any continuing use of the Website by User will constitute User expressed agreement to abide by the revised terms.

12 Governing Laws

The Website, excluding any third party and/or affiliates services linked web sites, is maintained by Vision360 from its offices in Surat. By accessing the Website the User agrees that all matters regarding the access to or usage of the Website, its products, services and content are governed by the laws of the Republic of India. User agrees and submits to the non-exclusive jurisdiction of the courts of Surat City with respect to such matters.

13 Entire Agreement

This Agreement, as amended from time to time, along with any ancillary document and/or instrument referenced herein, is the entire and exclusive agreement between Vision360 and the User and except for any designated individual agreement executed between User and Vision360 separately (e.g. LWTS Agreement) shall supersede all previous communications, representations or agreements between Vision360 and the User, oral or written, with respect to this matter.

14 Waiver

No waiver of any of the terms of this Agreement shall be valid unless authorised in writing and signed an authorised member of Vision360. A failure on behalf of Vision360 to strictly enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not be construed as a waiver of such terms, conditions or rights.

15 Savings Clause

If any sentence, term or condition of this Agreement is found by a court of competent jurisdiction to be unenforceable or illegal, such sentence, term or condition will be automatically ratified to be valid, enforceable and operative to the maximum extent of the law and to preserve its original intent. The invalidity of any part of this Agreement shall not render any other part of the Agreement in its entirety, invalid.

16 Miscellaneous

This Agreement shall endure to the benefit of Vision360 and its affiliates. The headings contained in this Agreement are merely for convenience and convey no legal or interpretive effect. Third party's terms and conditions may be applicable when using other services, links, third party content, promotional content or third party software on or provided through the Website. Vision360, under this Agreement, may assign its rights and duties to any party at any time without notice to the User.

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