

Scanning Service Agreement

This Scanning Service Agreement ("Agreement") is entered into as of the date of signature specified below, between V360 Technetronic LLP (Developer of Vision 360™ system & and owns its full copyrights & technology) or It's authorised photography centre (Operate by 3rd party with use of Vision360 system) and the customer whose details are set forth below ("Customer"), and sets forth the terms and conditions that apply to (a) the submission of Objects (as defined hereinafter) by Customer for scanning with the Vision360 system (b) the retention of Objects by V360 Technetronic LLP and return of Objects to Customer, and (c) the purchase and use of Vision360 ShowCase (Object's comprehensive view including of 360° virtual representation) by Customer from V360 Technetronic LLP. V360 Technetronic LLP and the Customer shall be individually referred to as 'Party' and collectively referred to as 'Parties'.

LIMITATION OF LIABILITY Vision360 is flagship product of V360 Technetronic LLP, Surat - Gujarat, India & Photography centre is the another party, which are authorised by V360 Technetronic LLP or Itself operated by V360 Technetronic LLP, to offer 360o photography of diamond to the general market & for specific authorised work, which is based on V360 Technetronic LLP's make system Vision360 for the decided time period. V360 Technetronic LLP makes no undertaking or representation with regard to quality or accuracy of the Images or the Devices or Photography centre's scanning or other processes. Customer acknowledges and agrees that the Photography centre OR V360 Technetronic LLP and/or any of its employees and/or officers and/or representatives and/or agents and/or directors will not be held liable for any defect and/or damage caused to the diamond by the Devices whilst being kept by and in the custody of Photography centre or V360 Technetronic LLP itself.

V360 Technetronic LLP will not be liable for any direct or indirect loss or damage including, inter alia, loss in transit, diminution in value, loss of weight, colour change and/or consequential losses resulting therefrom. Vision360's diamond virtual view is based on stitching numerous digital images of the scanned diamond and is intended to give a general virtual 360o view of the diamond, along with the logo of Vision360 & individual Photography centre.

Accordingly inclusions, colour, hue, external proportions or other parameters of the scanned diamond might not be observed or fully reflected by viewing the virtual imagery. V360 Technetronic LLP does not take any responsibility for any purchase or sales decisions, transactions or other actions or decisions based solely on using this technology. Accordingly, by using this technology, you acknowledge the limitations of the technology as well as V360 Technetronic LLP's exclusions of liability as described above. V360 Technetronic LLP's license to its customers and any other third party to use this technology is conditioned upon such party's acceptance and agreement to the exclusions of liability herein. By using the technology, you accept and agree to such exclusions of liability.

VIRTUAL IMAGE PREPARATION AND VIRTUAL VIEW. Customer acknowledges that, while the Devices are designed to scan and capture high-quality images and video of Diamonds: (a) V360 Technetronic LLP & Photography centre cannot and does not guarantee that all or any of the diamond's parameters and characteristics such as defects, inclusions, fluorescence, "make" quality and/or light performance will appear or be visible in a virtual view; (b) any colour or hue which appear in the virtual view do not necessarily reflect the true, accurate and genuine colour of the diamond; (c) no image or video or analysis can be a substitute for any actual first-hand view of the diamond, hence no final commercial or other decision should be taken in reliance on the said images / video and analyses in the virtual view. Customer waives any right to claim from V360 Technetronic LLP & Photography centre any damages that may result from any differences between the images / video / analysis of the Objects in a view and any actual first-hand view of the Objects or any such inaccuracy or difference in the virtual view. Customer acknowledges that Devices and virtual view are intended to provide a limited visual representation of the visual characteristics of the diamond, and are not designed to verify the authenticity, provenance, origin of diamonds, nor to distinguish between natural and synthetic or lab-grown diamonds nor between treated and untreated diamonds nor between diamonds and other natural or artificial objects.

AVAILABILITY OF ONLINE VIEW. If data hosting service provided by V360 Technetronic LLP then It's virtual viewer may include, at V360 Technetronic LLP's discretion, downloadable videos and/or other digital/online files of the diamond; a viewer that enables to view the Diamond from any location through a generic internet browser for a time period as decided by V360 Technetronic LLP; a web-link that connects to the virtual view of the diamond; Diamond's 360o view shall be accessible by any party by means of a unique link using a web browser or mobile device which is supported & as determined by V360 Technetronic LLP at its sole discretion. Online 360o view will be accessible during such period determined by V360 Technetronic LLP from time to time. V360 Technetronic LLP may at its discretion (but shall not be obligated to) discontinue rendering virtual view to Customer or block access to online view in any of the following circumstances: (a) Customer breaches any provision of this draft or any applicable law; (b) Customer does not pay all amounts owed to V360 Technetronic LLP or Photography centre when due; (c) V360 Technetronic LLP has reason (in its sole judgment) to suspect misuse of a Report issued to Customer; (d) V360 Technetronic LLP has reason (in its sole judgment) to suspect that the Submission Data or any part thereof is erroneous, fraudulent or misleading or indicates the qualities of another object; or (e) the Virtual view is subject to online abuse such as robotic hacking, high-quantity access, and the like.

NO WARRANTY FOR ONLINE VIEW. 360o view are provided 'as is' and without warranty of any kind. V360 Technetronic LLP & Photography Centre will not be liable to Customer or its customers or any other third parties (whether under the laws of contract, torts or otherwise), under or in connection with this service or subject matter hereof, and with respect to the use of, inability to use, or otherwise in connection with, the virtual view: (a) for any claim or loss or damages, whether direct, indirect, incidental, remote, foreseeable or unforeseeable, special, punitive, exemplary or consequential; or (b) for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data or other intangibles, delay or inability to procure or access Reports or any other kind of loss. V360 Technetronic LLP & Photography Centre shall have no liability due to the temporary unavailability of an online view, temporary inability to upload data, or the accessing of a digital or online view or any difficulty or default in downloading of the images by any person or entity possessing the identifying number of such view. V360 Technetronic LLP & Photography Centre shall not be responsible or liable if the scanned Diamond has been enhanced prior to scanning by the use of any artificial means or process which may affect the scanning results. V360 Technetronic LLP shall have no responsibility for the storage of any images or video or other data relating to virtual view. The results included in the online view do not in any manner constitute, nor are meant to constitute, advice of any kind and are not meant to replace the advice of a diamond expert, professional gemologist or jeweller regarding the analysis or appraisal of the scanned diamond. Any reliance upon or use of these results or view by Customer or its customers shall be solely at their own risk.

COLLECTION AND SHIPPING - V360 Technetronic LLP or It's authorised photography centre shall endeavour to expedite the scanning and return of Objects following proper submission by Customer. Actual completion times are affected by periodic workload levels, personnel availability, work holidays, and other factors. Customer undertakes to collect Objects from the same V360 Technetronic LLP or It's authorised photography centre premises at which the Objects were submitted within two (2) business days from telephone or oral or written notification by V360 Technetronic LLP or It's authorised photography centre. V360 Technetronic LLP or It's authorised photography centre may, at its discretion, charge an additional fee for storage of Objects not collected within such period. V360 Technetronic LLP or It's authorised photography centre may return the Objects to any person bearing identification papers indicating that he/she is the individual authorised by the Customer under the submission form or via email for the receipt of returned Objects. V360 Technetronic LLP or It's authorised photography centre shall not be liable in the event that Objects are returned to another individual impersonating an authorised individual. In the event that Customer requests that V360 Technetronic LLP or It's service centre shall return the Objects to Customer via an "angadia" then V360 Technetronic LLP shall be authorised to return the Objects to the "angadia" office or representative. No "angadia" office or representative located outside the city. V360 Technetronic LLP reserves the right to refuse to deliver to specific "angadias", representatives or addresses. Delivery to the "angadia" office or representative shall be deemed delivery to the Customer for all purposes. Notwithstanding the foregoing, Customer acknowledges and agrees that delivery to an "angadia" as aforesaid is at Customer's sole risk and that V360 Technetronic LLP will not be held liable for any loss or theft or confiscation or damage to Objects which may occur during such transit irrespective of whether such loss or theft or confiscation or damage occurs in transit from V360 Technetronic LLP's office to the "angadia" offices, or from the "angadia" offices to Customer or for any liability or loss arising to the Customer or V360 Technetronic LLP under the process of sending Objects through "angadia". It is hereby clarified that any delivery of the Objects to "angadia" shall be for the sole reason of request and convenience of the Customer and V360 Technetronic LLP or any of its officers or employees or agents or representatives or directors shall not be liable or responsible for any claim or liability arising against them because of it.

For V360 Technetronic LLP

For V360 Customer

Signature: _____

Corporate Name: _____

Authorised signatory: _____

Signature: _____

Title: _____

Authorised signatory: _____

Date: _____

Title: _____

Place: _____

Date: _____