



IDEX Online SA ("IDEX") - IDEX Onsite Service Subscription Agreement for the Following

Website: _____

IDEX is pleased to offer you IDEX Onsite. Customers interested in IDEX Onsite are required to sign this service agreement and to adhere to the following terms and conditions.

1. IDEX owns and operates a website on which it maintains an extensive database of diamond and gem information derived from its online activity and inventories held by businesses and clients, which are members of IDEX's website ("**Database**").
2. Through the IDEX Onsite service, IDEX is offering you to display the Database, and/or, use the information derived out of the Database ("**Information**") on your website ("**Website**") ("**Business Purpose**").
3. IDEX is offering you a variety of features that allow you to customize the way you display the Database and the search results. IDEX may upgrade and update the Database and the customization features from time to time and at its sole discretion.
4. This service is sold for each Website address separately. You hereby expressly undertake to use this service only for the following Website address: _____
5. You hereby expressly undertake not to provide or otherwise make available access to the Database of Information for any other use other than the Business Purpose. You shall not divulge its login name and password to any other unauthorized users and shall promptly inform IDEX in the event that the password is compromised. You hereby undertake not to make any amendments and/or modifications to the Database displayed on the IDEX website or to IDEX's server wherein the Database is stored. You acknowledge that any modifications, whether purposely or accidental, to the information provided by IDEX on its Website may cause IDEX substantial damages. **You shall further undertake not to publish on your Website any information on the identity of the holders of the inventory published and/or information on IDEX's subscribers.**
6. The text "Powered by IDEX Online" shall appear on your website with reference to the diamond inventories displayed
7. In consideration for this service, you shall pay IDEX a monthly fee of \$____ ("**Fee**"). IDEX is committed to maintain this fee for ____ months. Following this period, IDEX is entitled to update its service fees at its sole discretion following an advanced notice of 30 days.
8. IDEX shall not be liable to you or any third party for any direct and/or consequential loss or damage related to, arising out or caused by the Database or Information downloaded or otherwise provided by IDEX on your Website, including information derived from the Database, disruption in access to the Database, its use or otherwise. IDEX expressly excludes liability for consequential loss or damage to your profits, business or goodwill which may arise in respect to the use of the Database. Information derived from IDEX's website is in accordance with the information published by the members of IDEX's website. IDEX does not represent or warrant that the information contained in the Database is accurate, complete or current or that the diamonds and/or gems are in the possession of the publisher of said information.
9. You shall indemnify IDEX and hold IDEX harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from the use of the Database through the Website and/or the



download, direct export, or retrieval in any other way of the Database or the Information to the Website, whether if such damage was caused by you or any other third party on your behalf.

10. The parties recognize and acknowledge that all proprietary rights deriving from or arising out of the Database and/or Information provided to you and/or the Website by IDEX, including, without limitation, any patents and/or design patents and/or trade marks and/or trade names and/or logos and/or trade secrets and/or literature or articles of any kind and/or any pricing information and/or any copyrights in the aforementioned, are owned and shall remain the sole property of IDEX. You hereby affirm that you have never had, do not have, will not claim, and will not make any representations to third parties that you have any proprietary rights whatsoever in the aforementioned, aside from the rights granted under the Agreement.
11. You hereby undertake to take all necessary measures required by any applicable law and regulations with regards to money laundering policies and shall obtain all necessary information required under "know your client" policies. It is clarified that IDEX is not and shall not be responsible and liable to perform any such examination on customers purchasing diamonds and/or gems published on the Database.
12. These terms and conditions shall remain effective unless terminated by either party for any cause whatsoever, by providing the other party with a 30 day prior written notice to that effect. Notwithstanding the above and without derogating from any applicable law, IDEX may terminate the service, **without prior notice**, if it determines that you have breached one of the clauses under these terms and conditions and/or in the event of your liquidation. The termination of this service shall not release you from your obligations to pay IDEX the Fee for retrieval of the Database prior to termination of the terms and conditions.
13. These terms and conditions shall be governed and construed in accordance with the laws of the State of Israel. The appropriate courts of the State of Israel shall have exclusive jurisdiction over all matters relating to and/or arising from these terms and conditions.

I hereby declare that I have read the above Terms and Conditions, and agree to be bound by its provisions.

Full Name:

Title:

Company Name:

Signature

Date