

## **Ada Diamonds, Inc., Terms & Conditions as of January 17, 2025**

### **Terms of Service**

This agreement (hereinafter, the "Agreement") between Ada Diamonds, Inc. (hereinafter "ADI" "us" or "we") and you sets forth the terms and conditions which govern your use of any of the ADI or ADI sponsored websites (hereinafter, the "Sites") and/or the services (hereinafter, the "Services") thereon which are provided by ADI.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ANY OF THE SITES AND/OR SERVICES. BY ACCESSING OR USING THE SITES AND/OR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITES OR SERVICES AND SHOULD IMMEDIATELY CEASE SUCH USE. ADI MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON NOTICE, WHICH MAY BE ACCOMPLISHED BY POSTING THE MODIFIED AGREEMENT ON THE SITE OR VIA EMAIL UPON REQUEST. YOUR USE OF ANY OF THE SITES AND/OR SERVICES FOLLOWING SUCH NOTICE SHALL BE DEEMED YOUR ACCEPTANCE OF SUCH CHANGES. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE AND/OR THE SERVICES SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT. IF WE REQUEST, YOU IRREVOCABLY AGREE TO SIGN A NON-ELECTRONIC VERSION OF THIS AGREEMENT.

### **Prohibited Activities**

In connection with your use of the Sites and/or the Services, you acknowledge and agree that you will not:

1. copy, reverse engineer, reverse assemble, otherwise attempt to discover the source code, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained through the Sites or the Services;
2. access the Sites or Services by any means other than through the standard industry-accepted or ADI-provided interfaces;
3. transmit any message, information, data, text, software or image, or other content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable which may invade another's right of privacy or publicity;
4. impersonate any person or entity, including without limitation, an ADI official, forum leader, chat room monitor, guide or host, or falsely state or otherwise misrepresent your affiliation with such a person or entity;
5. post or transmit any material that contains a virus or corrupted data;
6. delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
7. use of any Site or Service's communications features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous postings of repetitive text);
8. post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation or any non-resume information such as opinions or notices, commercial or otherwise;
9. violate any applicable local, state, national or international law;

10. upload or transmit any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
11. delete or revise any material posted by any other person or entity;
12. manipulate or otherwise display the Sites and/or the Services by using framing or similar navigational technology;
13. register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any ADI product or Service if you are not expressly authorized by such party to do so;

### **Billing and Transaction Policies**

Certain products or Services may be offered for sale on the Site. In the event you wish to purchase any of these products, you will be asked by ADI or an authorized third party to supply certain information, including without limitation, your full name, address, telephone number and credit card or bank information. You agree to provide ADI or such third party with the foregoing information as well as any other mandatory information that is accurate, complete and current, and to comply with the terms and conditions of any agreement that you may enter into governing your purchase of the product or Service. You shall be responsible for all charges incurred through your account as well as for paying any applicable taxes.

### **Disclaimer Regarding Links**

The links on the Site and/or Services will let you leave the particular Site or Service you are accessing in order to access a linked site (the "Linked Sites"). ADI provides these links as a convenience, but we neither control nor endorse these Linked Sites, nor has ADI reviewed or approved the content which appears on the Linked Sites. ADI is not responsible for the legality, accuracy or inappropriate nature of any content, advertising, products or other materials on or available from any Linked Sites. You acknowledge and agree that ADI 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 the use of any of the links, content, goods or services available on or through the Linked Sites.

### **Disclosure**

All gemstones offered by ADI are proudly grown in a laboratory and are **not** of natural, mined origin.

### **Dealings with Third Parties**

Your participation, correspondence or business dealings with any third party found on or through our Sites and Services, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that ADI shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

### **Proprietary Rights**

You acknowledge and agree that the Site and Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and are the sole property of ADI or its licensors. You further acknowledge and agree that any content contained in advertisements or information presented to you through advertisers concerning ADI or otherwise is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

By sending or transmitting to us creative suggestions, ideas, notes, concepts, information, or other materials (collectively, "Submission Materials") or by posting such Submission Materials on the Sites, you hereby grant to us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Submission Materials in any media now known or hereafter devised, for any purpose whatsoever, commercial or otherwise, without compensation to you, the provider of the Submission Materials. The foregoing license to ADI shall be fully paid-up and royalty free. In addition, under no circumstances shall ADI have any obligation whatsoever to pay a fee to any subscriber or user in connection with the Submission Materials upon the occurrence of a transfer of all or any portion of ADI business through a merger, sale or transfer of all or substantially all of the assets of Ada, nor shall the sale of advertising on any of the Sites give rise to any obligation to pay a fee to Subscribers. None of the Submission Materials disclosed or posted via message boards, chats or other public forums shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on ADI's part and we shall not be liable for any use or disclosure of any such Submission Materials.

## **Media & Privacy**

As part of ADI's ongoing marketing efforts, media of your piece of fine jewelry, including videos and images, may be used and shared without limitation through multiple forms of marketing including, but not limited to web site content, social media sites, advertisements, printed materials, and others, as well as shared individually with other clients as examples of ADI's past work. ADI and its employees, to the best of their abilities, will take care to not share sensitive client information such as client names or invoice amounts with anyone outside of the ADI organization. ADI understands the seriousness of discretion of clients purchasing an engagement ring and will take care within reason to only share recognizable media of unique pieces on our web site and social media sites after a client's proposal or after four months have passed, whichever is sooner.

## **Termination**

This Agreement shall remain effective until terminated in accordance with its own terms and conditions. You agree that ADI, in its sole discretion, may terminate your password, account (in whole or in part), or use of the Site or Services, and remove and discard any content within the Site, at any time and for any reason. You agree that any actions taken may be effective without prior notice to you. In the event of termination, however, those sections in this Agreement which provide for continuing obligations on your part shall survive indefinitely.

## **Indemnification**

You agree to indemnify, defend, and hold ADI and its subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, employees, and representatives harmless from and against any and all claims, damages, losses, costs or expenses (including reasonable attorneys' fees and disbursements) which arise directly or indirectly out of or from (i) your breach of this Agreement, (ii) any allegation that any materials that you submit to ADI or post on any forums (e.g., message boards, chat rooms) infringe or otherwise violate the copyright, trade secret, trademark or other intellectual property rights of a third party, and (iii) your access or use of the Site and/or the Services. This section shall survive in the event this Agreement is terminated for any reason.

## **Trademark**

Ada Diamonds is a registered trademark of company Ada Diamonds, Inc.

## **Copyright Policy**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by ADI infringe your copyright, you, or your agent may send to ADI a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon Ada actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to Ada a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

### **Right to Refuse Service**

Ada Diamonds reserves the right to refuse service to anyone for any reason, including but not limited to suspected fraud or suspicious behavior, past instances of returned or misused purchases, requests for products or styles we are unable to fulfill.

Ada Diamonds has a zero tolerance policy for threats, harassment, or verbal or physical abuse of our employees or affiliates. Ada Diamonds does not nor tolerate any discrimination, inflammatory, or derogatory remarks made to our staff on the basis of race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, physical ability, veteran status, and marital status.

By agreeing to our Terms, you acknowledge that ADI may at any time, without notice, refuse service to any customer who is aggressive or belligerent, or who harasses or makes threatening statements towards any employee of ADI or its affiliates at any time. Should a client be refused repair service, his/her jewelry will be returned promptly unrepai red. Should a client be refused service prior to completion of the order, the order will be immediately canceled, and any refundable portion of the order will be refunded.

### **Payment Terms**

#### **ACCEPTED FORMS OF PAYMENT**

Ada Diamonds, Inc. accepts same-day bank wires and credit cards (Visa, Mastercard, American Express, and Discover). Ada Diamonds does not accept automated clearing house (ACH) or e-check, personal checks, certified bank checks, or cashier's checks. In the case of bank wire, all payment fees are the responsibility of the customer. Ada Diamonds uses three different online payment systems including Stripe, Square, and Intuit.

Some transactions may require same-day bank wire as the only form of payment. You may be asked to provide government-issued photo identification at the time of payment, including a copy of your passport. International clients may be required to show a copy of their passport in compliance with The USA Patriot Act. Ada Diamonds, Inc. reserves the right to reject a transaction for any reason, including but not limited to fraud risk, insufficient funds, or suspicious activity.

#### **FULL PAYMENT**

All items purchased from Ada Diamonds require full payment upon placing an order.

## **CURRENCY**

All prices quoted through the concierge process or on Ada Diamonds' website are in USD unless otherwise noted. Ada Diamonds is not responsible for changes in foreign exchange rates and will only quote and charge clients in USD.

## **SALES TAX**

All purchases shipped to California, New York, or Texas will incur sales tax.

## **CARAT WEIGHT MEASUREMENTS**

All carat weights displayed in Ada's collection pieces are approximate and may vary slightly from the finished piece. Notably, carat total weights for wedding bands may vary based on ring size and exact weight of diamonds used. Your Concierge will provide an estimate, to the best of our ability, of the final carat weight of a piece of jewelry prior to payment. On some pieces, discounts are not available for small discrepancies in carat weights.

### **Shipping Policy**

## **TIME TO SHIP**

All orders placed on AdaDiamonds.com are confirmed via email by a member of our Diamond Concierge team. If you are not responsive, your order may be canceled. Once a Concierge has confirmed your order, either by email or phone, then the order is considered Accepted by Ada Diamonds. All bespoke bridal pieces require a signed estimate prior to production.

Most Delicate Collection and Ready-to-Ship orders ship within 1-4 business days of your order's Acceptance.

Purchases of loose diamonds are ready to ship in 1-3 business days of your order's Acceptance.

Bespoke fashion pieces may take up to 3 weeks for completion from your order's Acceptance.

Custom pieces, including bridal pieces, are ready to ship within 2-5 weeks from final design approval, depending on the complexity of the piece. Most designs are approved within 1-2 weeks from date of deposit or order placement. Your Diamond Concierge will notify you if your piece requires additional fabrication time.

## **DOMESTIC SHIPPING**

Within the United States, Ada Diamonds offers complimentary, fully-insured two-day shipping with Fedex for pieces up to \$15,000 USD in value with signature required to a residence, business address, or hold for pick up at a Fedex Office.

Pieces over \$15,000 USD are sent complimentary via fully-insured Fedex Priority Overnight with signature required to a residence, business address, or hold for pick up at a Fedex Office. Shipments under \$15,000 USD in value may be upgraded to Fedex Priority for \$50 USD. Saturday delivery shipments are available to residential and Fedex Office locations for a \$75 USD fee.

All shipments require signature upon delivery and may not be left unattended. It is strongly recommended to have a package sent to a Fedex Office location for pick up. It is strongly discouraged to send a shipment to a doorman residential building. Unclaimed packages, packages returned to Ada, or packages that must be re-routed to a new address due to client error carry a \$75 USD re-shipping fee. If a shipping address is different from the billing address, additional documentation may be required. Ada Diamonds does not deliver to UPS stores.

Shipments are fully insured while shipments are in transit and up until the point of signature, at which point liability for loss or theft is transferred to the customer. Ada Diamonds encourages clients to insure fine jewelry using personal jewelry insurance. Insurance on shipping covers damage or loss to the physical jewelry. Ada Diamonds is not responsible for damage done to packaging during transit, such as a dented shipping box. Ada Diamonds does not guarantee next day or two-day delivery due to Fedex and weather delays. We recommend allowing for two additional business days for time sensitive shipments. A valid phone number is required for all shipments.

Please note that some US territories are considered International destinations for shipping purposes.

## **INTERNATIONAL SHIPPING**

International recipients are responsible for paying all customs duties and import fees. Ada Diamonds is not able to provide estimates or quotations of international import fees.

Ada Diamonds is happy to offer International Priority (~two days) Fedex shipping to the following International destinations starting at \$75 USD: Anguilla, Antigua and Barbuda, Aruba, Austria, Australia, Bahamas, Bahrain, Barbados, Belgium, Belize, Bermuda, Bonaire, British Virgin Islands, Brunei, Canada, Cayman Islands, China, Curacao, Cyprus, Denmark, Dominica, Faroe Islands, Fiji, Finland, France, French Polynesia, Germany, Gibraltar, Greece, Greenland, Grenada, Guam, Hong Kong, Iceland, Ireland, Italy, Jamaica, Japan, Macau, Malaysia, Marshall Islands, Mauritius, Monaco, Montserrat, Netherlands, New Zealand, Norway, Papa New Guinea, Philippines, Poland, Portugal, Puerto Rico, Qatar, Saipan, Sint Maarten, Saudi Arabia, Seychelles, Singapore, Sint Maarten, South Korea, Spain, Sri Lanka, St. Barthelemy, St. Kitts and Nevis, St. Lucia, St. Vincent, Sweden, Switzerland, Taiwan, Thailand, Trinidad and Tobago, Turks and Caicos, United Arab Emirates, United Kingdom, US Virgin Islands, Vatican City, Vietnam.

International shipments are recommended to be sent to a business address. Residential deliveries to international destinations may be available at an additional fee.

## **REFUNDS AND WARRANTY**

All jewelry and loose diamonds purchased from Ada Diamonds are final sale not eligible for return, refund, or exchange. Any jewelry purchased prior to January 17, 2025 is subject to ADI's 30-day return policy as outlined in the Terms and Conditions shared at the time of purchase.

As of January 17, 2025, ADI is no longer offering a warranty or complimentary repairs.

## PRIVACY POLICY

### INTRODUCTION AND OVERVIEW

This Privacy Policy explains what information Ada Diamonds, Inc., (“ADI”, “we”, “our” or “us”) collects, why we collect this information, and how we use the information we collect as well as your rights and choices regarding such information. Our Privacy Policy applies to your use of any online service location that posts a link to this Privacy Policy and all features, content, and other services that we own, control, or make available (collectively, the “Service”).

By using the Service, you agree to our Terms and Conditions and to our collection, use, and disclosure practices and other activities as described in this Privacy Policy. If you do not agree and consent, discontinue use of the Service.

ADI encourages you to periodically review this Privacy Policy to learn about our privacy practices.

### DATA CONTROLLER

EU data protection law makes a distinction between organizations that process personal data for their own purposes (known as “controllers”) and organizations that process personal data on behalf of other organizations (known as “processors”). ADI, located at the address in the section entitled “Contact Us” below, is the controller with respect to information you provide through the Service.

### INFORMATION WE COLLECT

#### INFORMATION YOU PROVIDE

We collect information you provide directly via the Service, including when you register an account, update your profile, access our content, make a purchase, participate in a sweepstakes, contest, survey, or other promotion (“Promotion”), contact customer support, or apply for a job. We may use Service Providers (defined below) to collect this information.

The information we collect includes information that identifies you personally (whether alone or in combination). Some examples of information we collect include the following:

- **Contact Data.** We collect your first and last name, e-mail address, postal address, phone number, and other similar contact data.
- **Credentials.** We collect passwords and other information for authentication and account access.
- **Demographic Data.** We collect demographic information including your age, gender, and country.

- **Payment Data.** We collect data necessary to process your payment if you make a purchase, including your payment instrument number (such as a credit card number), and the security code associated with your payment instrument.
- **Profile Data.** We collect your interests, favorites, wish lists, ring size preferences, and other profile data.
- **Contacts.** We collect data about your contacts in order to fulfill a request by you. For example, when you e-mail a product to a friend or refer a friend through the Service, we request that you provide names and e-mail addresses for you and your friend. This helps ensure that your friend will know that you have requested that ADI send them an e-mail. The information ADI collects from you and your friend will only be used in ways as set forth in this Privacy Policy. By using this functionality, you acknowledge and agree that you have your contacts' consent for us to use their contact information to fulfill your request.
- **Content.** We collect the content of messages you send to us, such as feedback and product reviews you write, or questions and information you provide to customer support. For example, if you contact a customer service representative or jewelry consultant and provide information to the consultant or submit a request through our Service, we will use your information to respond to your request and to provide you with additional information that we believe may be helpful to you.
- **Resume Data.** We collect data as necessary to consider you for a job opening if you submit an application to us, including your employment history, transcript, writing samples, and references.

You may choose to voluntarily submit other information to us through the Service that we do not request, and, in such instances, you are solely responsible for such information.

## INFORMATION COLLECTED AUTOMATICALLY

ADI automatically collects information about your device and how your device interacts with our Service. We may use Service Providers to collect this information. Some examples of information we collect include the following:

- **Service Use Data.** We collect data about the features you use, the pages you visit, the e-mails and advertisements you view, the products you purchase, the time of day you browse, your referring and exiting pages, and other similar information.
- **Device Connectivity and Configuration Data.** We collect data about the type of device or browser you use, your device's operating software, your internet service provider, your device's regional and language settings, and other similar information.
- **IP Address and Device Identifiers.** ADI collects your IP address and other device identifiers, including your MAC address and mobile advertising identifiers. We collect this data for various purposes, including to assess, diagnose problems, and improve functioning of our Service, servers, and hosting providers as well as to analyze trends and traffic patterns, gather demographic information, track the date, time, and duration of each session within our website, prevent fraud, and customize our services and advertisements.
- **Location Data** We collect data about your device's location, which can be precise (e.g., latitude/longitude data) or imprecise (e.g., location derived from an IP address or data that indicates a city or postal code level).

ADI collects data through the use of cookies, web logs, web beacons and other tracking technologies (now and hereafter developed) ("Tracking Technologies"), including the following:

- **Log Files.** Our server logs automatically collect information, such as your IP address, your browser type and language, and the date and time of your visit, which helps us track users' movements around our site and understand trends.



- **Cookies.** “Cookies” are small pieces of information that are stored by your browser on your device's hard drive. We use cookies on certain pages of our Service to, among other things, analyze our web page flow, measure promotional effectiveness, deliver you a more customized shopping experience, track visits from our affiliates and partners and allow the use of our shopping cart.

ADI uses cookies for various purposes, including the following:

- **Operational:** Cookies are essential in order for you to use our Service, such as our shopping bag, as well as to access password protected areas, such as your personal account.
- **Analytics and Performance:** Cookies collect information about how you use our Service and remember the choices you make (such as your language or location) to provide an enhanced performance and a more personalized experience.
- **Customization:** Cookies allow us to gather information on how our Service is being used so that we can provide content that is relevant to you.
- **Targeting and Advertising:** Cookies help us deliver advertisements that are more tailored to you and your interests, as well as limit the number of times you receive the same advertisement. We also use cookies to measure the effectiveness of our advertising campaigns.
- **Social Networking:** Cookies allow users to share our pages and content to third-party social networking sites.

**Web Beacons.** ADI also uses electronic images known as web beacons (also known as pixels) on the Service. When you access a website, video, e-mail, or advertisement that contains a pixel, the pixel may permit us or a third party to drop or read cookies on your browser. Pixels are used in combination with cookies to track activity by a particular browser on a particular device. We may incorporate pixels from third parties that allow us track our conversions, bring you advertising both on and off the Service, and provide you with additional functionality, such as the ability to connect our Service with your social media account.

**Device Fingerprinting.** Device fingerprinting is the process of analyzing and combining sets of information elements from your device’s browser, such as JavaScript objects and installed fonts, in order to create a “fingerprint” of your device and uniquely identify your device and apps.

**Location-Identifying Technologies.** Location-aware technologies may be used to collect precise location data when you enable location-based services through your device. Location data may be used for purposes such as verifying your device’s location and delivering or restricting relevant content and advertising based on that location.

Some information about your use of the Service and certain Third Party Services (defined below) may be collected using Tracking Technologies across time and services and used by us and third parties for purposes such as to associate different devices you use, and deliver relevant ads and/or other content to you on the Service and certain Third Party Services.

For further information on Tracking Technologies and your rights and choices regarding them, see the sections entitled “Third Parties” and “Your Rights and Choices” below.

## **INFORMATION FROM OTHER SOURCES**

As a general policy, ADI does not sell, trade or rent your information to third-parties, unless you have granted us permission to do so. However, ADI may obtain information about you from other third party sources. To the

extent we combine the information you provide to ADI through the Service with information we have obtained from third party sources, we will treat the combined information in accordance with the practices described in this Privacy Policy, plus any additional restrictions imposed by the source of the data. These third party sources vary over time, but have included:

- Data brokers from which we purchase demographic data to supplement the data we collect.
- Social networks when you reference our Service or grant permission to ADI to access your data on one or more of these services.
- Partners with which we offer co-branded services, sell or distribute our products, or engage in joint marketing activities.
- Publicly-available sources such as open government databases or other data in the public domain.

For further information on Third Party Services, see the section entitled “Third Parties” below.

## **USE OF INFORMATION**

We use information about you for our legitimate interests, including to:

- Manage our Service, including your registration, account, and transactions.
- Perform services requested by you, such as to process and fulfill your order, to respond to your comments, questions, and requests, and provide customer service.
- Send you technical notices, updates, security alerts, information regarding changes to our policies, and support and administrative messages.
- Prevent or take action regarding illegal activities, including suspected fraud.
- Monitor and analyze trends, usage, and activities.
- Conduct internal research on our users' demographics, interests, behavior.
- Improve our marketing and promotional efforts, Service content and product and service offerings.
- Develop and send you direct marketing, including advertisements and communications about our and third party products, offers, promotions, rewards, events, and services.

We also use information about you with your consent, including to:

- Verify your eligibility and deliver prizes in connection with Promotions you have entered.
- Serve advertising tailored to your interests on our Service and Third Party Services.
- Fulfill any other purpose disclosed to you and with your consent.

We may use information that does not identify you (including information that has been de-identified) without obligation to you except as prohibited by applicable law. For information on your rights and choices regarding how we use your information, please see the section entitled “Your Rights and Choices” below.

## **SHARING OF INFORMATION**

We share your information as follows:

- **Service Providers.** We share your information with third party agents, contractors, vendors, and other service providers in connection with their work on our behalf (collectively “Service Providers”). For example, if we need to ship something to you, we must share your name and address with a shipping company. Examples of other third parties that we may share your information with include: webhosting companies, fulfillment companies (e.g., companies that fulfill product orders), loose diamond suppliers, jewelers, assemblers, data analysis firms, affiliates, third party consulting or marketing firms, and e-mail service providers. Additionally, if you use a credit card or other financing alternative to place an order with ADI, we will use a third party payment processor to process your information in association with the transaction. We may also may share information with other companies and organizations for credit fraud protection and risk reduction. These third parties only receive your information if such information is needed to perform their function(s), and they are not authorized to use such information for any other purpose(s) other than the purpose(s) set forth by ADI. We only provide third-parties with the minimum amount of information necessary to complete the requested service, product or transaction. Notwithstanding the above, we may permit our Service Providers to use aggregate information which does not identify you or de-identified data for other purposes.
- **Affiliates:** We may share your information with our related entities including our parent and sister companies. For example, we may share your information with our affiliates for customer support, marketing, and technical operations.
- **Business Partners:** We may share your information with our business partners in connection with offering you co-branded services, selling or distributing our products, or engaging in joint marketing activities. For example, we may share information about you with a business partner for purposes of providing you with co-branded products or services that we may offer.
- **Special Events:** If you choose to participate in a special event (for example, a Promotion), ADI may share your information with those organizations participating in the applicable event. Typically, these third parties do not use your information for any other purpose other than to manage the event. In some cases these third-party partners may send you promotional materials regarding their products and services. In these cases, you will be given the opportunity to opt-out, and not have your information shared with that third-party partner. By entering a Promotion, you agree to the official rules that govern that Promotion, and may, except where prohibited by applicable law, allow the sponsor and/or other parties to use your name, voice and/or likeness in advertising or marketing materials.
- **Feedback and Testimonials.** If you provide feedback or testimonials on the Service or on ADI products or services, we may post this feedback or testimonial, including your information, on the Service or in marketing and promotional materials. We may, by our sole discretion, edit feedback or testimonials for length and content. California residents and data subjects in Europe have additional rights as set forth in “Your Rights and Choices” below.
- **Third Parties.** We may share your information with third parties for purposes of facilitating your requests (such as when you choose to share information with a social network about your activities on the Service) and in connection with tailoring advertisements, measuring and improving our Service and advertising effectiveness, and enabling other enhancements.
- **Business Transfer.** Your information may be disclosed as part of, or in connection with, any merger, sale of company assets, or acquisition, as well as in the event of an insolvency, bankruptcy or receivership, in which information would be transferred as one of the business assets of ADI.
- **Security, Compliance with Law, and Fraud Protection.** We may disclose your information as we deem necessary, in our sole discretion, to comply with any applicable law, regulation, legal process or governmental request. We also may share your information in order to investigate, prevent or take action regarding illegal activities, including suspected fraud, or as otherwise required by law. We may also share

your information to protect the rights, property, life, health, security and safety of us, the Service or any third party.

- **Consent.** We may share your information for any other purpose disclosed to you and with your consent.

Without limiting the foregoing, in our sole discretion, we may share aggregated information which does not identify you or de-identified information about you with third parties or affiliates for any purpose except as prohibited by applicable law. For information on your rights and choices regarding how we share your information, please see the section entitled “Your Rights and Choices” below.

## CHILDREN

ADI does not knowingly collect personal information from children under the age of thirteen (13). In the event that ADI ever does so, we will strictly comply with the Children's Online Privacy Protection Act (“COPPA”). If you are a parent or guardian and believe ADI has collected such information in a manner not permitted by COPPA, please contact us as set forth in the section entitled “Contact Us” below, and we will remove such data to the extent required by COPPA.

## THIRD PARTIES

### THIRD PARTY SERVICES

Our Service may provide links to other third-party websites, locations, platforms, and services operated and owned by third parties (“Third Party Services”) which are outside our control and not covered by this privacy policy. We encourage you to review the privacy policies posted on these (and all) websites and services. These Third Party Services may use Tracking Technologies to independently collect information about you and may solicit information from you. The information collected and stored by third parties, whether through our Service, a Third Party Service, a Third Party Feature (defined below), or a third party device, remains subject to their own policies and practices, including what information they share with us, your rights and choices on their services and devices, and whether they store information in the U.S. or elsewhere. We encourage you to familiarize yourself with and consult their privacy policies and terms of use.

### THIRD PARTY FEATURES

We may allow you to connect our Service to a Third Party Service or offer our Service through a Third Party Service (“Third Party Features”). If you use a Third Party Feature, both we and the applicable third party may have access to and use information associated with your use of the Third Party Feature, and you should carefully review the third party’s privacy policy and terms of use. Some examples of Third Party Features include the following:

- **Liking and Sharing.** We may embed a pixel or SDK on our Service that allows you to “like” or “share” content on your ADI account through, Third Party Services, including social networks such as Facebook and Twitter. If you choose to engage with such a Third Party Service through our Service, we may collect any information you have authorized the Third Party Service to share with us (such as your user ID, billing information, public profile information, e-mail address, birthday, friends list, and other account and profile data). Likewise, if you choose to engage with such a Third Party Service through our Service or visit our Service while logged in to that Third Party Service on your device, the Third Party Service may receive information about your activities on our Service and be able to associate that information with information the Third Party Service already has about you.

- **Brand Pages.** We may offer our content on social networks such as Facebook and Twitter. Any information you provide to us when you engage with our content (such as through our brand page or via Facebook Messenger) is treated in accordance with this Privacy Policy. Also, if you publicly reference our Service on a Third Party Service (e.g., by using a hashtag associated with ADI in a tweet or post), we may use your reference on or in connection with our Service.

## **ANALYTICS AND INTEREST-BASED ADVERTISING**

Our Service contains Tracking Technologies owned and operated by Third Parties. For example, we use Tracking Technologies from third party analytics providers, such as Google Analytics, to help us analyze your use of the Service, compile statistic reports on the Service's activity, and provide us with other services relating to Service activity and internet usage. We also work with ad serving services, advertisers, and other third parties to serve advertisements on the Service and/or on Third Party Services. These third parties may use Tracking Technologies on our Service and Third Party Services (including in e-mails and advertisements) to track your activities across time and services for purposes of associating the different devices you use, and delivering relevant ads and/or other content to you on the Service and Third Party Services or third party devices after you have left the Service ("Interest-based Advertising").

We may serve ads on Third Party Services, such as Facebook and Google, which are targeted to reach people (or similar people) on those services that have visited our Service or that are also identified in one of more of our databases ("Matched Ads"). This is done by matching common factors between our data and the data of Third Party Services. If we use Facebook Custom Audiences to serve Matched Ads on Facebook services, you should be able to hover over the box in the right corner of such a Facebook ad and find out how to opt-out. We are not responsible for such Third Party Services' failure to comply with your opt-out instructions.

For further information on Tracking Technologies and your rights and choices regarding them, please see the sections entitled "Information Collected Automatically" above and "Your Rights and Choices" below.

## **YOUR RIGHTS AND CHOICES**

### **REVIEW AND UPDATE OF ACCOUNT INFORMATION**

You may access, update, or remove certain account information that you have voluntarily submitted to us through the Service. If you would like to update or revise information in your account, you may do so through your account or by contacting us as set forth in the section entitled "Contact Us" below. We may require additional information from you to allow us to confirm your identity. Please note that we will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. California residents and data subjects in Europe have additional rights as set forth in the sections entitled "Your California Privacy Rights" and "Your European Privacy Rights" below.

### **TRACKING TECHNOLOGY CHOICES**

- **Cookies and Pixels.** At all times, you are free to decline our cookies if your browser permits. Most browsers allow you to refuse cookies by activating the setting on your browser which allows you to refuse the setting of all or some cookies. If you use multiple browsers on your device, you will need to instruct each browser separately. Your ability to limit cookies is subject to your browser settings and limitations. You can find out more about cookies and how to decline them on [about.cookies.org](http://about.cookies.org). You also have choice regarding the use of cookies for marketing purposes on our website by clicking [here](#).

- **Do Not Track.** Your browser settings may allow you to automatically transmit a “Do Not Track” signal to online services you visit. Note, however, there is no industry consensus as to what site and app operators should do with regard to these signals. Accordingly, we do not monitor or take action with respect to “Do Not Track” signals or other mechanisms. For more information on “Do Not Track,” visit [allaboutdnt.com](http://allaboutdnt.com).

Please be aware that if you disable or remove Tracking Technologies some parts of the Service may not function correctly.

## **ANALYTICS AND INTEREST-BASED ADVERTISING**

You can opt-out of your data being used by Google Analytics through cookies by visiting [tools.google.com/dlpage/gaoptout](http://tools.google.com/dlpage/gaoptout) and downloading the Google Analytics Opt-out Browser Add-on.

Some of the third parties that collect information from or about you on the Service in order to provide more relevant advertising to you participate in the Digital Advertising Alliance (“DAA”) Self-Regulatory Program for Online Behavioral Advertising. This program offers a centralized location where users can make choices about the use of their information for online behavioral advertising. To learn more about the DAA and your opt-out options for their members, please visit for website opt-out, [aboutads.info/choices](http://aboutads.info/choices). In addition, some of these third parties may be members of the Network Advertising Initiative (“NAI”). To learn more about the NAI and your opt-out options for their members, please visit [networkadvertising.org/choices/](http://networkadvertising.org/choices/). If you are in the EU, please also visit the EU online choices page at <http://www.youonlinechoices.com/>. Please note that if you opt-out of online behavioral advertising using any of these methods, the opt-out will only apply to the specific browser or device from which you opt-out. Further, opting-out only means that the selected members should no longer deliver certain Interest-based Advertising to you, but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). We are not responsible for effectiveness of, or compliance with, any third-parties’ opt-out options or programs or the accuracy of their statements regarding their programs.

## **COMMUNICATIONS**

To opt-out of receiving e-mail promotions from ADI, please follow the unsubscribe instructions in our promotional e-mail correspondence or contact us as set forth in the section entitled “Contact Us” below. Please note that opting out of promotional communication received from ADI does not affect our non-promotional communications with you, including those related to your account, orders placed with ADI, or our ongoing business relations.

## **YOUR CALIFORNIA PRIVACY RIGHTS**

If you are a customer in California, in addition to the rights set forth above, you have the right to request information from ADI regarding the manner in which ADI shares certain categories of personal information as defined by California’s “Shine the Light” with third parties and/or affiliates for their own direct marketing purposes. To receive this information, send us a request at the address set forth in the section entitled “Contact Us” below. Requests must include “California Privacy Rights Request” in the first line of the description and include your name, street address, city, state, and ZIP code. Please note that ADI may provide this information in a standardized format that is not specific to you and is not required to respond to requests made by means other than through the provided e-mail address or mail address.

Any California residents under the age of eighteen (18) who have registered to use the Service and posted content or information on the Service, can request that such information be removed from the Service by sending an e-mail to the e-mail address set forth in the section entitled “Contact Us” below. Requests must state that the user

personally posted such content or information and detail where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view.

## **YOUR EUROPEAN PRIVACY RIGHTS**

If you are a data subject in Europe, you have the right to access, rectify, or erase any personal data we have collected about you through the Service. You also have the right to data portability and the right to restrict or object to our processing of personal data we have collected about you through the Service. In addition, you have the right to ask us not to process your personal data (or provide it to third parties to process) for marketing purposes or purposes materially different than for which it was originally collected or subsequently authorized by you. You may withdraw your consent at any time for any data processing we do based on consent you have provided to us.

To exercise any of these rights, contact us as set forth in the section entitled “Contact Us” below and specify which right you intend to exercise. We will respond to your request within 30 days. We may require additional information from you to allow us to confirm your identity. Please note that we store information as necessary to fulfil the purposes for which it was collected, and may continue to retain and use the information even after a data subject request for purposes of our legitimate interests, including as necessary to comply with our legal obligations, resolve disputes, prevent fraud, and enforce our agreements.

If you have any issues with our compliance, you have the right to lodge a complaint with a European supervisory authority.

## **DATA SECURITY**

We implement and maintain reasonable administrative, physical, and technical security safeguards to help protect your information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction.

Despite the measures we take, transmission via the Internet is not completely secure and we cannot guarantee the security of your information.

## **INTERNATIONAL TRANSFER**

ADI is based in the U.S. and the information we collect is governed by U.S. law. Your information may be stored and processed in the United States or any other country in which ADI or its partners, affiliates, service providers, subsidiaries or agents maintain facilities and by using this Website, you consent to any such transfer of information outside of your country. Data protection laws in the U.S. and other jurisdictions may be different from those of your country of residence. Your use of the Service or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing, and storage of your information in the U.S. and other jurisdictions as set forth in this Privacy Policy. If your data is collected in Europe, we will transfer your personal data subject to appropriate or suitable safeguards.

## **CHANGES TO THE PRIVACY POLICY**

This is our entire and exclusive Privacy Policy and it supersedes any earlier version. We may occasionally update this Privacy Policy to reflect changes in our practices and services, and we reserve the right to do so at any time. When a revision is made we will revise the "Effective Date" on this page and any changes will be effective immediately upon posting of the revised Privacy Policy. ADI encourages you to periodically review this Privacy Policy to learn how we are protecting your information. Your continued use of our Services indicates your

consent to the Privacy Policy then posted. If any changes are material, we may provide you additional notice to your e-mail address.

## **CONTACT US**

If you have questions about this privacy policy, or the information practices, please contact us as follows:

By email: [hello@adadiamonds.com](mailto:hello@adadiamonds.com)

By mail: Ada Diamonds, Inc., 2407 S. Congress Ave, Ste E-687, Austin, TX, 78704 USA

*Privacy Policy Effective Date: July 1, 2021*