

## **Terms and Conditions for Precious, Semi-Precious, and Gemstone Sales**

SCYES LLC will periodically offer Gems via the online marketplace and Sale Platform known as Govdeals.com. Any Customer, Bidder or User of the Sale Platform is bound by these Terms and Conditions of Sale together with the Sale Conduct Rules on the Sale Platform (which Sale Conduct Rules are incorporated herein as if specifically repeated). Use of the Sale Platform or any part thereof shall constitute an acceptance of these terms and conditions by the Customer, Bidder or User. If you do not agree to these Terms and Conditions, you may not access or use the Sale Platform to obtain the Gems offered by SCYES LLC.

### **1. INTERPRETATION**

In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

- a. "Agreement" means these terms and conditions for precious stones, semi-precious stones, and gemstone sales and "Terms and Conditions for Precious, Semi-Precious, and Gemstone Sales" shall bear the same meaning;
- b. "Applicable Laws" means, in relation to any relevant jurisdiction, the common law and statutory law applicable in such jurisdiction, including any present or future constitution, decree, judgment, legislation, measure, requirement, order, ordinance, regulation, statute, treaty, directive, rule, guideline, practice, concession, or request issued by any relevant authority, governmental body, agency or department or any central bank or other fiscal, monetary, regulatory, self-regulatory or other authority or agency;
- c. "Bid" means an irrevocable offer coupled to a price in USD per Gem offered by a Bidder at the Sale;
- d. "Bidder" means a Customer who submits a Bid on Govdeals.com;
- e. "Bid Deadline" means in respect of each Gem, the latest time as specified on the Website in respect of each Gem by which all Bids must be received from Bidders;
- f. "Carat" means a unit of weight for precious stones, semi-precious stones and gemstones;
- g. "Customer" means a person who has completed the Registration process, is in good standing with the online marketplace, and is a bidder on one of the Gems offered by SCYES LLC;
- h. "Discretion" means sole and absolute discretion;
- i. "Gems" means precious stones, semi-precious stones, and/or gemstones;
- j. "Listing" means a descriptive entry on the Website for the online marketplace providing a summary of the details of the Gem, Precious, or Semi-Precious stones to which the entry relates and which shall be indicative only;
- k. "Online marketplace" means internet-based sales on [www.govdeals.com](http://www.govdeals.com).
- l. "Parties" means SCYES LLC (on the one hand) and the User, Bidder or Customer (on the other hand) as the context indicates;
- m. "Payment" means payment by the Purchaser for the Gemstone, Semi-precious stone, or Precious stone purchased on the Sale;
- n. "Purchase Price" means the price or prices paid by each of the respective Purchasers in respect to the Gem purchased by them on the Sale;
- o. "Purchaser" means a Bidder who makes the winning Bid in respect to a Gem; and "Purchasers" shall have a commensurate meaning;
- p. "Reserve" means a minimum price applied to any Gem at the Sale;
- q. "Services" means all Services related and ancillary to the Sale utilizing the Sale Platform;

- r. "System" means all software, programs, hardware, network and communications equipment used by SCYES LLC in offering the Gem via on the online marketplace;
- s. "Sale" means the offer for sale of the Gem, utilizing the Sale Platform to solicit offers from Bidders for the purchase of the Goods and held at regular intervals and "Sales" shall have a commensurate meaning;
- t. "Sale Conduct Rules" means the rules and regulations stipulated by SCYES LLC from time to time for the process of the Sale which are subject to amendment by SCYES LLC and which appear on the Website for the online marketplace;
- u. "Sale Platform" means the internet-based Sale system on the Website which is utilized for the sale of Gems to the Purchasers;
- v. "USD" means United States Dollars, being the official currency of the United States of America;
- w. "User" means any person accessing the Website;
- x. "Website" means the website with domain [www.govdeals.com](http://www.govdeals.com).

## 2. REGISTRATION AS A CUSTOMER

- a. Any person wishing to participate in a Sale must apply to become a Customer by completing the Registration process for the online marketplace Website.
- b. All information and documentation supplied shall be up to date and complete in all respects.
- c. Participation by a Customer in a Sale is no guarantee that such a Customer may participate in any future Sale.

## 3. SALE PROCESS

- a. This Agreement and the online marketplace Website Conduct Rules shall regulate the Sale process.
- b. SCYES LLC shall be entitled in its Discretion to determine:
  - 1. the schedule for the Sale including the duration for which the Sale is open to receive Bids and the Bid Deadline;
  - 2. whether a Sale is commenced, proceeded with, ceased or extended at any point in time;
  - 3. the amendment or withdrawal of the Gem or Gem's Listings;
  - 4. the prohibition of any Customer from participating in the Sale or from accessing the Website and/or Sale Platform or limiting such access for the Gem offered;
  - 5. whether a Bid is accepted or rejected;
  - 6. whether a Customer may withdraw or amend a Bid;
- c. Bids must be submitted on the Website via the Sale Platform and in accordance with the online marketplace Website Conduct Rules prior to the Sale Deadline.
- d. In the event that a Customer experiences any difficulty in making a Bid, that Bidder must promptly notify the online marketplace Website. SCYES LLC is not responsible for any Bid which is not captured whether as a result of the Customer, internet connection, the Sale Platform or any reason whatsoever.
- e. SCYES LLC may, but shall not be compelled to, determine in its Discretion a Reserve for a Gem, subject to the condition that SCYES LLC may at any time waive the Reserve with respect to any Gem.
- f. SCYES LLC shall not be obliged to sell the Gem if it deems that the highest Bid received is not acceptable.
- g. SCYES LLC shall not be obliged to disclose the details of any Customer to any other Customer.
- h. SCYES LLC shall not be liable for any technical problems which render the Website inaccessible or the Sale Platform inoperable and does not warrant or guarantee uninterrupted or error free use of the Services. The Customer acknowledges that due to the online nature of the Services it is not possible to supply the Services error free and uninterrupted.

- i. The access to the Website, the Sale Platform, the Services and the Sale is on an “as is” basis at the own risk of the User.

#### 4. PAYMENT

- a. In the event that a Customer is unable to pay the winning bid from the bank account(s) specified during their Registration with the online marketplace Website, SCYES LLC is under no obligation to accept payment from an alternate bank account to that specified at Registration and retains the right to cancel the transaction in its discretion.
- b. In the event that any payment by the Customer results in SCYES LLC being charged bank charges by its bankers it shall be entitled to charge a payment administration fee in the same amount as it is charged by its bankers together with an administration fee.
- c. If full payment is not received within the time period specified by the online marketplace Website rules then SCYES LLC may, without prejudice to any of SCYES LLC’s other rights in law:
  1. exercise its rights in the event of breach;
  2. exclude that Customer from participation in any future Sale; and/or
  3. charge interest at the Interest Rate.

#### 5. DELIVERY, OWNERSHIP AND RISK

- a. No delivery of the Gems will be made until payment for the Gems has been received in full. No return of Gems after delivery shall be accepted by SCYES LLC.
- b. Full title of ownership and risk in the Gems shall pass to the Purchaser on the receipt of payment of the Purchase Price in full.
- c. Delivery of the Gems shall take place within 5 (FIVE) Business days from date the payment was received. Shipment to the Purchaser shall be made to the address specified for this purpose in the Registration process for the online marketplace Website and SCYES LLC shall inform the Purchaser of the date that the Gems are shipped. Shipment shall take place at the risk and liability of the Purchaser who shall be entitled to appoint, in writing, the courier to be used for shipping purposes.
- d. If requested by a Purchaser in writing, SCYES LLC will arrange with the courier requested.
- e. The Purchaser shall be liable for all the costs related to collection and shipment including (where applicable):
  1. Handling, freight and courier costs;
  2. Insurance;
  3. Local taxes and duties

#### 6. LIABILITY AND INDEMNITY

- a. The Customer hereby indemnifies SCYES LLC, its directors, employees, subcontractors, representatives and consultants (collectively the “indemnified person/ s”, or where the context requires, any of them), hereby agreeing to hold the indemnified persons harmless on first written demand against any liability arising from any and all legal process, claims, demands, proceedings or judgements (collectively “claims”) and any and all losses, liabilities, damages costs, charges and expenses (collectively “losses”) which an indemnified person may incur or suffer as a result of any claim or losses of whatsoever nature and in whichever jurisdiction, which may be instituted, made or alleged against, or suffered or incurred by an indemnified person and relate to or arise from, directly or indirectly, this Agreement including:
  1. the partial or total inability of the Customer to submit access or modify a Bid through the online Sale Platform or by any alternative means;
  2. any information submitted through the Bidder's access to the Website, by an Authorized Representative or otherwise (including information submitted erroneously, or which should have not been submitted); and/or the actions of any third party who gains access to or otherwise makes use of the Services through the Customer's login details; or
  3. the use or loss of the Customer’s login details;
  4. any exercise by SCYES LLC of its Discretion under this Agreement.

5. Neither SCYES LLC nor any of the indemnified persons shall be liable to any person (including the Customer) in any way whether in contract, delict (including negligence), breach of statutory duty or otherwise for:
  - a.i.i. any technical or other malfunctions of the operation, functionally, availability, connection or communication with the Sale Platform or Website; or
  - a.i.ii. any loss of whatsoever nature arising by reason of a Customer failing to participate in any Sale, regardless of the cause of such failure, including where caused by negligence or default of SCYES LLC or the indemnified persons,
  - a.i.iii. any pure economic loss, loss of income or profits, contracts or business opportunities or any anticipated savings (whether direct or indirect) or any loss of goodwill or reputation, any cost of procurement of substitute products or services, or any indirect, incidental, punitive, or consequential damages or loss of any kind whatsoever that may be suffered or incurred by such person directly or indirectly arising out of this Agreement.
- b. Any liability which may be proven against SCYES LLC howsoever caused shall be limited to the value of the Sale Price submitted by the Bidder with respect to the Gem however SCYES LLC's liability, in aggregate, in respect of any matters arising at any time in connection with this Agreement shall not exceed a total of USD 10,000 (TEN THOUSAND UNITED STATES DOLLARS).

## 7. GOOD FAITH AND FAIR DEALING

- a. SCYES LLC has attempted to accurately depict the colors and details of the Gems offered on the Sale Platform. However, because the color and product details a Customer sees is dependent on the Customer's computer monitor, SCYES LLC cannot guarantee that the color and details that the Customers sees will be accurate. The products also may appear larger or smaller than their actual size depending on the Customer's monitor. Some photographs have been enlarged to show detail.
- b. SCYES LLC makes a conscientious effort to describe and display its products and services accurately on the Sale Platform. SCYES LLC reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.
- c. In its dealings with SCYES LLC and in the implementation of this Agreement, the Customer undertakes to observe the utmost good faith and to give full effect to the intent and purpose of this Agreement, and neither to do anything nor to refrain from doing anything which might in any way prejudice or detract from the rights, property or interests of any of the others of them.
- d. It is the Customer's responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements and online or internet sales restrictions for Gems in Customers local area) in regard to the receipt, possession, use, and sale of any Gems purchased. Customer agrees not to use the online marketplace in any way that violates any applicable federal, state, local or international law or regulation.

## 8. BREACH

- a. If a Customer fails to make payment of the Purchase Price in a timely manner or commits any breach of this Agreement and fails to remedy such breach within 2 (TWO) Business days of written notice requiring the breach to be remedied, then SCYES LLC shall be entitled, at its option –
  1. to claim immediate specific performance of any of the Customer's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance; or

2. to cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Customer, and the cancellation shall take effect on the giving of the notice.
  - b. SCYES LLC's remedies in terms of this clause are without prejudice to any other remedies to which it may be entitled to in law.
  - c. SCYES LLC may give any notice under this Agreement to any Customer by such means as, in its absolute discretion, it sees fit including the address details provided by the Customer in the Registration process of the online marketplace Website. All notices to be given in terms of this Agreement will be given in writing.
9. This agreement will be binding upon the successors in interest and assigns of the parties to this Agreement.
10. This Agreement will in all respects be governed by and construed under the law of the state of California.
11. The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
12. The expiration or termination of this Agreement shall not affect such provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that certain clauses themselves do not expressly provide for this.
13. This Agreement and the Sale Conduct Rules of the online marketplace constitute the whole of the Agreement between SCYES LLC and the Customer relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on SCYES LLC. In the event of a conflict between this Agreement and the Sale Conduct Rules of the online marketplace, the provisions of this Agreement shall apply.
14. SCYES LLC shall be entitled to amend the terms of this Agreement and by any such method, as SCYES LLC deems appropriate, prior to the Customer's participation in the Sale to which the revised amended terms shall apply.
15. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, shall be severed and the remaining provisions and clauses of this Agreement shall remain of full force and effect. It is intended that this Agreement would be continue to be valid without such unenforceable provision.