

**GEMOLOGICAL INSTITUTE OF AMERICA, INC. AND AFFILIATES (“GIA”, “WE”
OR “US”)**

TERMS OF USE

THESE TERMS AND CONDITIONS (THE “TERMS”) ARE A LEGAL CONTRACT BETWEEN YOU AS AN EMPLOYEE OF GIA (“YOU” OR “YOUR”) AND GIA. THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT THE URL [HTTPS://MYCONNECT.GIA.EDU/](https://myconnect.gia.edu/) AS WELL AS ALL ASSOCIATED SITES LINKED TO SUCH SITE BY GIA, ITS SUBSIDIARIES OR AFFILIATED COMPANIES (COLLECTIVELY, THE “SITE”). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO “SITE” INCLUDE THE CONTENT PROVIDED OR MADE AVAILABLE THROUGH THE SITE, INCLUDING MATERIALS THAT ARE COPYRIGHTED AND/OR TRADEMARKED WORKS OF GIA OR GIA’S THIRD-PARTY LICENSORS AND SUPPLIERS OR OTHER USERS OF THE SITE (THE “CONTENT”) AND ANY SOFTWARE THAT GIA PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS THE SITE FROM A MOBILE DEVICE (A “MOBILE APPLICATION”). BY USING THE SITE, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE OR ANY CONTENT CONTAINED ON OR AVAILABLE THROUGH THE SITE. IF YOU ARE NOT AN EMPLOYEE OF GIA, THE SITE DOES NOT APPLY TO YOU AND YOU MAY NOT, AND ARE NOT AUTHORIZED TO, USE THE SITE.

SOMETIMES ADDITIONAL TERMS, POLICIES AND GUIDELINES MAY APPLY TO THE CONTENT. SUCH ADDITIONAL TERMS, POLICIES AND GUIDELINES WILL BE DISPLAYED TO YOU IN CONNECTION WITH THE CONTENT. AS USED HEREIN, “TERMS” ALSO INCLUDES SUCH ADDITIONAL TERMS, POLICIES AND GUIDELINES. IF THERE IS A CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND ANY SUCH ADDITIONAL TERMS, POLICIES OR GUIDELINES, THE ADDITIONAL TERMS, POLICIES OR GUIDELINES WILL CONTROL FOR THAT CONFLICT.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH GIA. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

Changes.

GIA may make changes to the Content contained on or available through the Site at any time. GIA can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms. By using the Site after GIA has updated the Terms, you are agreeing to all the updated Terms. If you do not agree with any of the updated Terms, you must stop using the Site.

General Use.

GIA provides the Content provided through the Site. The Content may include logos, graphics, video, images, software and other content.

Subject to these Terms, and your compliance with these Terms, GIA hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Content and to use the Site solely for personal or internal business purposes. Except for the foregoing license, you have no other rights in the Site or any Content and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Content in any manner.

If you breach any of these Terms, the above license will automatically terminate and you must immediately destroy any downloaded or printed Content.

Mobile Applications.

GIA may make available Mobile Applications to access portions of the Site via a mobile device. To use the Mobile Application you must have a mobile device that is compatible with the mobile service. GIA does not warrant that the Mobile Application will be compatible with your mobile device. GIA hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you, for purposes related to Your employment by GIA. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third party or use the Mobile Application to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge and agree that GIA may from time-to-time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof and GIA and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that GIA provides to you designed for use on an Apple iOS-powered mobile device (the "iOS App"):

- You acknowledge and agree that these Terms are between you and GIA only, and not with Apple, Inc. ("Apple").
- Your use of the iOS App must comply with Apple's then-current App Store Terms of Service.
- GIA, and not Apple, is solely responsible for the iOS App and the Content available thereon. You acknowledge and agree that Apple has no obligation to provide maintenance and support services with respect to the iOS App. To the maximum extent permitted by

applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App.

- You agree that GIA, and not Apple, is responsible for addressing any claims by you or any third party relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that GIA, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to the iOS App or your possession and use of the iOS App.
- You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using the iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple’s subsidiaries are third party beneficiaries to these Terms as they relate to your license of the iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that GIA provides to you designed for use on an Android-powered mobile device (the “Android App”):

- You acknowledge and agree that these Terms are between you and GIA only, and not with Google, Inc. (“Google”).
- Your use of the Android App must comply with Google’s then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where you obtained the Android App. GIA, and not Google, is solely responsible for the Android App and the Content available thereon. Google has no obligation or liability to you with respect to the Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to the Android App.

Accessing and Using the Site.

In order to access the Site and to view the Content offered on and through the Site, you must use the same login and password (the “Password”) that is assigned to you by GIA to access GIA Global Protect.

You are responsible for maintaining the confidentiality of your Password, and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify GIA if your Password on the Site is lost, stolen, if you are aware of any unauthorized use of your Password on the Site or if you know of any other breach of security in relation to the Site.

Electronic Communications.

By using the Site, you consent to receiving electronic communications from GIA. These electronic communications may include notices about the Site and/or the Content. These electronic communications are part of your relationship with GIA. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Privacy Notice.

Please review the GIA Employee Personal Data Notice, which is available through the Navex Okta tile or contact privacy@gia.edu (the “Privacy Notice”) which explains how we use information that you submit to GIA.

Geo-Location Terms.

The Services may include and make use of certain functionality and services provided by third parties that allow GIA to include maps, geocoding, places and other content from Google as part of the Services (the “Geo-Location Services”). Your use of the Geo-Location Services, if any, is subject to Google’s then current Terms of Use for Google Maps/Google Earth (http://www.google.com/intl/en_us/help/terms_maps.html) and Google’s then current Privacy Policy (<http://www.google.com/privacy.html>). Your use of the Geo-Location Services, if any, is subject to, and by using the Geo-Location Services, you are agreeing to be bound by, Google’s Terms of Use and Google’s Privacy Policy.

Submissions.

In the event the Site permits you to submit, upload, post or otherwise make available on or through the Site any information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material (each a “Submission”), You are responsible for each such Submission. You may not upload, post or otherwise make available on the Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary

rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in GIA Privacy Notice, you agree that any Submission provided by you in connection with the Site is provided on a non-proprietary and non-confidential basis. You hereby grant to GIA a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. GIA agrees to use any personally identifiable information contained in any of your Submissions in accordance with GIA's Privacy Notice.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through the Site.

When you provide Submissions you agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. **Those prohibitions do not require GIA to monitor, police or remove any Submissions or other information submitted by you or any other user.**

Unauthorized Activities.

When using the Site and/or accessing or viewing the Content, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail,' 'spam,' 'chain letters,' 'pyramid schemes,' or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.

- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on the Site.
- Post anything contrary to our public image, goodwill or reputation.

This list of prohibitions provides examples and is not complete or exclusive. GIA reserves the right to (a) terminate access to the Site (or to access or view the Content) and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that GIA determines is inappropriate or disruptive to the Site or to any other user of the Site and/or the Content. In addition, your account will be automatically terminated if your employment with GIA is terminated for any reason or for no reason. **GIA may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at GIA’s discretion, GIA will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Site or on the Internet.**

Unauthorized use of any Content may violate certain laws and regulations.

You agree to defend, indemnify and hold GIA and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys’ fees and costs of defense) GIA or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Site or the use of the Site by any person using your user name and/or password (including without limitation your participation in the posting areas or your Submissions) violates any applicable law or regulation or the copyrights, trademark rights or other rights of any third party.

Proprietary Rights.

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The Mobile Application software that may be provided to you through the Site and related documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as

such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Unpublished rights are reserved under the copyright laws of the United States.

Disclaimer of Warranties.

YOUR USE OF THE SITE IS AT YOUR OWN RISK. THE CONTENT HAS NOT BEEN VERIFIED OR AUTHENTICATED IN WHOLE OR IN PART BY GIA AND THEY MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL OR OTHER ERRORS. GIA DOES NOT WARRANT THE ACCURACY OF TIMELINESS OF THE CONTENT CONTAINED ON THE SITE. GIA HAS NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT, WHETHER PROVIDED BY GIA, OUR LICENSORS OR SUPPLIERS OR OTHER USERS.

GIA, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE OR THE CONTENT RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIALS CONTAINED OR PRESENTED ON THE SITE OR THE CONTENT. UNLESS OTHERWISE EXPLICITLY STATED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE CONTENT, AND ANY INFORMATION OR MATERIALS CONTAINED OR PRESENTED ON THE SITE IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” AND “WHERE-IS” BASIS WITH NO WARRANTY OF ANY TYPE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. GIA DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Limitation of Liability.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, THE CONTENT, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO OR USE OF THE SITE AND THE CONTENT.

GIA SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE SITE OR THE CONTENT, INCLUDING WITHOUT LIMITATION RELATING TO DISPLAYING, COPYING, OR DOWNLOADING ANY CONTENT TO OR FROM THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GIA BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF DATA, REVENUE, PROFITS, USE OR LOSS OF OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF GIA KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL GIA’S LIABILITY TO YOU EXCEED FIFTY DOLLARS (USD \$50), EVEN IN

THE EVENT OF A FAILURE OF THE ESSENTIAL PURPOSE OR ANY LIMITED REMEDY UNDER THIS AGREEMENT.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to GIA, whether by letter, email, telephone, or otherwise (collectively, “Feedback”), suggesting or recommending changes to the Site or the Content, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and GIA is free to use, without any attribution or compensation to you, any and all ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that GIA is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback and you have no right to compel such use, display, reproduction, or distribution.

Dispute Resolution and Arbitration; Class Action Waiver.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

This Dispute Resolution and Arbitration; Class Action Waiver provision (“Provision”) facilitates the prompt and efficient resolution of any disputes that may arise between you and GIA. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND GIA SHALL BE RESOLVED BY BINDING ARBITRATION. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this agreement constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney’s fees).

For the purpose of this Provision, “GIA” means GIA and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term “Dispute” means any dispute, claim, or controversy between you and GIA regarding any aspect of your relationship with GIA, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or

any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced and shall include any claims against other parties relating to services or products provided or billed to you (such as GIA’s licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH ACKNOWLEDGE AND AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give GIA an opportunity to resolve the Dispute. You must commence this process by mailing written notification to Legal Department, Gemological Institute of America, Inc., 5355 Armada Drive, Carlsbad, California 92008, United States of America. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If GIA does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or GIA may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the “Opt-Out Deadline”). You may opt out of this Provision by mailing written notification to Legal Department, Gemological Institute of America, Inc., 5355 Armada Drive, Carlsbad, California 92008, United States of America. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with GIA through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with GIA. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or GIA may initiate arbitration proceedings. The American Arbitration Association (“AAA”), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the Site and these Terms concern interstate commerce, the United States Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or GIA may initiate arbitration in either San Diego, California or the US federal judicial district in which you reside. In the event that you select the latter, GIA may transfer the arbitration to San Diego, California so long as GIA agrees to pay any additional fees or costs which the arbitrator determines you incur as a result of the transfer.

Payment of Arbitration Fees and Costs – GIA will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with GIA as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver

EXCEPT AS OTHERWISE PROVIDED IN THIS PROVISION, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS OR REPRESENTATIVE PROCEEDING OR CLAIMS (SUCH AS A CLASS ACTION, CONSOLIDATED ACTION OR PRIVATE ATTORNEY GENERAL ACTION) UNLESS BOTH YOU AND GIA SPECIFICALLY AGREE TO DO SO FOLLOWING INITIATION OF THE ARBITRATION. IF YOU CHOOSE TO PURSUE YOUR DISPUTE IN COURT BY OPTING OUT OF THE ARBITRATION PROVISION, AS SPECIFIED ABOVE, THIS CLASS ACTION WAIVER

WILL NOT APPLY TO YOU. NEITHER YOU, NOR ANY OTHER USER OF THE SITE CAN BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING WITHOUT HAVING COMPLIED WITH THE OPT-OUT REQUIREMENTS ABOVE.

Jury Waiver

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT YOU AND GIA ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT. IN THE ABSENCE OF THIS PROVISION, YOU AND GIA MIGHT OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING DISPUTES IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS THE RIGHT TO APPEAL AND TO CERTAIN TYPES OF DISCOVERY, MAY BE MORE LIMITED OR MAY ALSO BE WAIVED.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Continuation

This Provision shall survive the termination of your account with GIA and your discontinued use of the Site and/or access to the Content. Notwithstanding any provision in this Agreement to the contrary, the parties agree that if GIA makes any change to this Provision (other than a change to the notice address), you may reject any such change and require GIA to adhere to the language in this Provision if a dispute between the parties arises.

General.

GIA prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by GIA, may result in immediate termination of your access to the Site and/or the Content without prior notice to you. The Federal Arbitration Act, California state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to this agreement. Except for disputes subject to arbitration as described above, any disputes relating to these Terms, the Site will be heard in the courts located in San Diego County in the State of California. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. GIA's failure to enforce any of these Terms is not a waiver of such term. These Terms are the

entire agreement between you and GIA regarding the use and access of the Site and supersede any and all prior and contemporaneous negotiations, discussions or agreements between you and GIA about the Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

Contact Us.

If you have any questions about these Terms or otherwise need to contact GIA for any reason, you can reach us at Legal Department, Gemological Institute of America, Inc., The Robert Mouawad Campus, 5345 Armada Drive, Carlsbad, California 92008, United States of America.