

CounterSketch[®] Subscription Streaming Service

Terms and Conditions

CounterSketch[®] software is offered by Gemvision Corporation, LLC (Gemvision) as a subscription based streaming Service (the “Service”) enabling users to provide a custom design experience for their jewelry customers. Subscribers will install the Gemvision Application Launcher to access the streaming platform. In the cloud, a virtual environment will be running **CounterSketch Studio[®]** giving the subscriber a seamless **CounterSketch[®]** experience.

Subscription. Subscribers will pay a **\$2,000.00** initial fee to enable the Service and, thereafter, **\$250.00** per month for the following 23 months. Unless otherwise indicated, any price changes are effective as of the beginning of the next subscription period.

Cancellation of Subscription. You may cancel your subscription within 30 days of the subscription purchase date for a full refund. After 30 days and up to 90 days, your subscription is eligible for a refund of the amount paid less a 15% cancellation fee. If you decide to cancel after 90 days, you are responsible for the remaining balance of the full subscription term.

Automatic Renewal. At the end of the 24 month subscription period, your subscription will automatically renew for an additional 24 months **unless** you notify Gemvision of your intent not to renew by emailing **info@gemvision.com** or calling Gemvision at **800-357-6272**. Such notice must be provided no less than 30 days prior to the end of the current subscription period. Any notice of non-renewal will not affect the current subscription period.

Termination. Gemvision may terminate your access to the Service, including any subscription available as part of the Service, at our discretion without notice (except as may be required by applicable law). If we do so, we will give you a pro-rated refund of your subscription fee (if any); however, if you violate any of these terms and condition, your subscription rights under these Terms and Conditions will automatically terminate without notice, and Gemvision may, in its discretion, immediately revoke your access to the Service without refund of any fees.

Lapse Policy. When a subscription ends, any content in your account may be deleted. You are responsible for archiving your content. Gemvision shall not be responsible for the loss of any content.

Usage Rules. In addition to these Terms and Conditions, your use of the Service will also be subject to the provisions of the **CounterSketch[®] Software as a Service Agreement** which will be displayed for your onscreen review and acceptance at the time of your initial use of the Service.

Account Security. You are responsible for all activity that occurs under your account, including unauthorized activity. You must safeguard the confidentiality of your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorized access to your account, you must change your password and notify Gemvision immediately.

Privacy. Gemvision Corporation, LLC does not rent, sell, or share personal information about you with other people or companies except for services you've requested, when we have your permission, or when we believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of these Terms and Conditions, or as otherwise required by law. For additional information see <https://www.gemvision.com/privacy>.

Payment Methods. If we are unable to process your payment using your designated payment method, we reserve the right to charge any payment method we have on file for you. If you purchase a subscription your subscription will automatically continue, and you authorize us (without further notice, unless required by applicable law) to collect the then-applicable periodic subscription fee including any taxes, using any payment method we have on file for you. If all payment methods we have on file for you are declined for payment of your subscription fee, your subscription will be cancelled unless you provide us with a new payment method. Gemvision reserves the right to use collection agencies and/or take appropriate legal action to collect any unpaid balances.

Streaming Quality. The resolution and quality of the Service will depend on a number of factors, including the type of device on which you are accessing the Service and your bandwidth, which may increase or decrease over the course of your viewing. While Gemvision strives to provide you a high quality Service experience, we make no guarantee as to the resolution or quality of the Service you will receive when streaming.

Reservation of Rights; Waiver. The Service, software related content embody intellectual property that is protected by law. Gemvision's failure to insist upon or enforce your strict compliance with these Terms and Conditions will not constitute a waiver of any of our rights.

Limitation of Liability. Without limiting the disclaimer of warranties and limitation of liability in the CounterSketch® Software as a Service Agreement, Gemvision's entire liability, and your exclusive remedy, shall be the return of the initial subscription fee paid, or repair or replacement of the software.

Severability. If any provision described herein is deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Governing Law. Any dispute or claim arising from or relating to the services provided herein shall be interpreted under the laws of the State of Louisiana.

BY CLICKING "I AGREE", YOU CONFIRM YOU HAVE REVIEWED AND AGREE TO THE ABOVE TERMS AND CONDITIONS.

OR

BY CHECKING HERE , YOU CONFIRM YOU HAVE REVIEWED AND AGREE TO THE ABOVE TERMS AND CONDITIONS.