



MANIRAYA CORPORATE LETTER
#22, Chiguru Chambers, PM Enclave
Near Mandovi Motors, Next to Yelahanka Mother Dairy
Yelahanka, Bengaluru – 560065

Date: _____

To, _____

Subject: _____

Dear Sir/Madam,

Terms of service

TERMS & CONDITIONS

Please read these terms of use carefully before using this website. If you do not agree to this Terms of Use you may not use this Website. By using this Website, you signify your explicit assent to this Terms of Use as well as the Website's Privacy Policy (which is hereby incorporated by reference herein).

These Terms of Use sets out the legally binding terms of services available on the Website as well as at the terms of use of this Website. These Terms of Use along with the Privacy Policy extends to both users, who visit the Website but do not transact business on the Website ("Users / Guests") as well as users who are registered with by the Website to transact business on the Website ("Members").

The Company reserves the right to modify or terminate any portion of the Website or the Services offered by the Company for any reason, without notice and without liability to you or any third party. You are responsible for regularly reviewing these Terms of Use so that you will be apprised of changes, if any. Nothing in these Terms of Use should be construed to confer any rights to third party beneficiaries.

This Website provides access to trading, pricing, news and other information services related to diamonds, precious gems and jewellery. Certain Services available on this Website are for the use of Members only. Please note that some of the terms under these Terms of Use, differ for purchases for personal consumption and for investment purposes.

This Website offers services for Members who wish to purchase diamonds / jewellery for personal consumption, inclusive of customized and readymade Jewellery.

Some items may appear slightly larger or smaller than actual size due to screen defaults and photography techniques. Sometimes the items may be represented larger than the actual size in order to clearly show details or smaller than the actual size in order to show the entire item. The Company shall not be liable for any legal action on this account.

Registration

Users may register on the Website to become Members prior to the completion of any transaction on the Website. Guest checkouts will be provided with a user account on completion of purchase.

To register onto the Website the User will have to provide Personal Information (as defined in the Privacy Policy), including but not limited name, e-mail, contact number, contact address and customer verification question (example: your mother's maiden name), which will be used for verification purposes.

Registration is only a one time process and if the Member has previously registered, he/she shall login / sign into his / her account.

Product and Pricing

(WEBSITE) does not own any of the diamonds listed on the website and other products listed are made to order in-house or manufactured by the third party. In such cases, (WEBSITE) only orders the products listed on the website from third-party traders and merchants after the confirmation of the order by the user and delivers the same to the user. In such a scenario, there is a possibility that the item ordered by the user might have certain constraints in fulfilment and the same will be updated to the user.

In the event the diamond(s) get(s) traded in the market before making the payment / sealing the order, (WEBSITE) will call the user and suggest an alternative diamond. In case the user chooses a new diamond, (WEBSITE) shall confirm the new order. If the cost of the new selection is more expensive than the previous one, the user shall have to pay the differential amount. If the cost of the new selection is less expensive than the previous one, (WEBSITE) shall refund the excess amount to the user in the manner specified below in this Terms of Use.

Diamond prices vary from one category of diamonds to another and seller to seller where numerous factors like reputation of the sellers, brand value, design of the jewellery etc.



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have an impact on the price of the diamond. The demand and supply of diamonds in the market can also affect the price of the diamonds. The prices stated on the website may be substantially higher or lower than the actual prices in the retail markets accordingly.

All pricing information available on the website must be used as a general guideline for diamond and gemstone prices. While this website is designed to provide most accurate pricing information, the information about the diamonds does not provide an appraisal or guarantee of value, nor does it give suggestions or recommendation of any sort for buying or of selling diamonds. All grading and pricing are subjective methods of analysis and no guarantee is made or liability assumed as to the accuracy or validity of the information provided by the service or the expertise of those providing information via the service.

Infrequently, data may be inaccurately displayed on the website due to system errors. (WEBSITE) reserves the right to correct any and all errors when they do occur and the company does not honour inaccurate or erroneous prices. The prices on the website are also subject to change without notice. For any order, the price is the prevailing price on the day the order is confirmed. The prices of the products listed on the website are fixed and not negotiable. For any queries, please do not hesitate to contact us at

Our pricing is calculated using current precious metal and gem prices to give you the best possible value. These prices do change from time to time, owing to the fluctuations in prices of precious metal and gem prices, so our prices change as well.

Prices on (WEBSITE) are subject to change without notice. Please expect to be charged the price for the _____ merchandise you buy as it is listed on the day of purchase. **Order**

Any Member who wishes to purchase an item from the Website can either:

- Add the selected diamond(s) directly to the shopping cart; or
- Customize jewellery by adding diamond(s) to a ring, pendant, earring or any other type of jewellery that is expressly stated as customizable on the Website and then add the item to the shopping cart; or
- Choose from the selection of Jewellery available on the Website and add the item to the shopping cart.

In the event of a User wishing to make a purchase, the User may be required to register on the website after adding the item(s) to the shopping cart. The Members shall also provide any other mandatory information required under law like Permanent Account Number (PAN) and/or GST number at the time of purchase.

Orders are normally considered complete only after the payment has been received by (WEBSITE).

To confirm the orders, (WEBSITE) may at random, call up the Members who have placed orders through the Website and ask the Member a verification question. (WEBSITE) will confirm the order only after the verification question is answered by the Member.

Once the purchase of item(s) is confirmed, (WEBSITE):

1. In the case of Loose Diamond or customised jewellery - order for the diamond(s), set it on the Mount and deliver it to the Member; or
2. In the case of Jewellery - order for the manufacture of the Jewellery and deliver it to the Member.
3. In the event the bank rejects to honour any payment transaction made by a Member towards an order, (WEBSITE) shall have the right to refuse to ship the order to the Member without any liability whatsoever.

TRANSACTION STATUS

In the event the bank rejects to honour any payment transaction made by a user towards an order, (WEBSITE) shall have the right to refuse to ship the order to the user without any liability whatsoever.

In the event the payment gateway selected by the user has flagged the transaction as fraudulent due to any reason, (WEBSITE) shall have the right to refuse to ship the order to the user without any liability whatsoever. In such a case, the user may receive a call from our Customer Service Team for relevant documents required to confirm the transaction, and if the fraudulent flag is not removed by the payment gateway, (WEBSITE) may not be able to fulfil the order.

In case of payment through Domestic Debit/ Credit card / Gift Card / Wallets payments will realize in 2 working days & in case of payments through International Debit/Credit/Gift Card/Wallets payments will realize in 10 working days, (WEBSITE) will dispatch the order post realization of payments. (WEBSITE) is not liable for fulfil for any delays in dispatching products due to delay in payment realization.



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Promo Code

_____ has the right to refuse the usage of any promo code at any point of time. Promo codes which have expired cannot be used on the Website.

For offline payment mode the promo code will be accepted only within the date of expiry of the promo code.

Privacy policy

PRIVACY AND COOKIE POLICY

Welcome to (WEBSITE). We understand your concerns on collection and dissemination of personal information and security of transactions on this website. We assure you that protecting and securing customers' personal information and ensuring secure transactions is one of our top priorities. This section lists out the details of privacy policy for accessing this website.

Please note that our privacy policy is subject to change without any prior intimation and we advise you to review the same periodically.

By using this website, you accept and agree to abide by the terms and conditions mentioned in this privacy policy. You also agree to our use and disclosure of your personal information as mentioned in this privacy policy.

If you do not agree with any of the terms and conditions mentioned in this privacy policy, please leave this website immediately.

1. When do we collect Personally Identifiable Information and other Information?

When you set up an account with (WEBSITE), we collect and store your personally identifiable information (name, e-mail address, phone number, correspondence address, etc.). In addition to this, we collect and store information from time to time (IP address, e-mail and chat history, information from cookies on your hard disk, etc.) as and when you access this website.

By using this website, you agree to authorize (WEBSITE) to collect and store the above mentioned information and use the same as per the provisions mentioned in this privacy policy.

2. How do we use the information collected?

We use the personal information to enable us to deliver the requested services to you – order execution, product shipment, money collection, etc. We also use the personal information collected to continually improve our service delivery by doing research and analysis on customers' buying behaviour & activity on our website and accordingly, create and communicate new offerings based on the customers' previous orders and interests. We store your IP address to administer this website and diagnose any problems with the server.

3. Do we use cookies?

Yes. A cookie is a small file which is stored on your computer's hard drive by a website through your browser. This enables the website to recognize and remember certain information specific to the website user, helping the service provider to deliver improved services. We store both permanent and temporary cookies on your hard drive and we assure you that they do not contain any of your personally identifiable information.

4. Do we share the personal identifiable information collected?

We accord top priority to protecting the loss and misuse of the personal identifiable information collected and stored by us. We take strict and adequate measures to prevent any unauthorized access to this information. We offer the use of a secure server whenever you access your account information. We do not sell or transfer your personally identifiable information to third parties. However, we may have to share your personal information to comply with any legal process (court orders, subpoena, etc.), which may be without any notice to you.

5. Links to Other Sites

Our Website may contain links to other websites. Please note that this privacy policy will cease to be applicable as and when you leave our website.

6. Choice/Opt-Out

All registered users with our website have the opportunity to opt-out of receiving marketing and promotional related communications from us. If you have any questions about this privacy policy, please feel free to contact us through our Website or write to us at _____(EMAIL)

Refund policy



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CANCELLATION POLICY

- Only Alteration of products will be accepted only within 24 hours of placing an order. Post 24 hours no alteration is allowed and in case of refund/cancellation a cancellation fee of 10% on the price would be deducted from the paid amount and the difference will be refunded. cancellation of gold /bar; customized jewelry, gift card, solitaires, and gemstones will not be accepted under any circumstances.

REFUND POLICY

- All the refund will be done by the online bank transfer to the customer's bank account within 10 working days from the date of refund requested.
- AAVYA may, at its sole discretion, reserves the rights to cancel any particular order. Some situations that may result in your order being cancelled or refused are (i) limitations on quantities available for purchase; and (ii) inaccuracies or errors in product or pricing information. We may also require additional verifications or information before accepting any order.
- Part payments received against customised jewellery are not refunded.

Thank you.

Yours faithfully,

For MANIRAYA ENTERPRISES

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