

WEBSITE TERMS AND CONDITIONS

Thank you for visiting our Website.

These Website Terms and Conditions constitute a legal agreement entered into by and between you and Stornoway Diamonds Inc. ("Stornoway", "we", "us"). The following terms and conditions, including our [privacy policy](#), as well as any additional documents and/or terms expressly incorporated by reference (collectively, these "Terms and Conditions"), govern your access and use of all the Content, functionalities and services offered on or through www.stornowaydiamonds.com, its sub-domains, and its social media pages (collectively, the "Website").

BY USING OUR WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS OR USE OUR WEBSITE.

By accessing and using this Website, you acknowledge that you have read and understood, and agree, without reservation or qualification, to be bound by these Terms and Conditions, all disclaimers and all provisions and conditions, as well as all applicable laws. If you do not agree with these Terms and Conditions or the Website's Content, your sole and exclusive remedy is to cease using this Website.

From time to time, changes will be made to the Website, including these Terms and Conditions. Any modification to these Terms and Conditions will be published on this page, and any subsequent use following the publication of such a modification implies the acceptance of these Terms and Conditions as amended.

You acknowledge and accept that Stornoway, its licensors or partners hold all rights, titles and interests, including any intellectual property rights (whether these rights are registered or not and wherever these rights may exist globally) over and to the Website and any information or documentation, including but not limited to data, photographs, graphics, texts, images, logos, icons, drawings, trademarks, music, audio clips, recordings, videos, software and any compilation of such information (collectively, the "Content") located on the Website. Your use of this Website grants you no rights, titles or interests of any kind over and to the Content and/or the Website.

Unless otherwise indicated, copying, modifying, amending, deleting, augmenting, publishing, transmitting, creating derivative works related to, creating or selling products derived from, displaying or broadcasting, or exploiting or using in any way the Content, in whole or in part, without the express written permission of Stornoway is prohibited. Please note that you must not frame or use framing techniques to enclose the Website or a portion thereof without the express written permission of Stornoway. Without limiting the generality of the foregoing, you acknowledge that:

- (i) the domain name is the exclusive property of Stornoway and any domain name hijacking by registering related domain names will not be tolerated;
- (ii) you are not authorized to use the trade names, trademarks, service marks, logos or any other distinctive brand features of Stornoway without our express written permission.

If the Website contains hyperlinks leading to third-party websites, Stornoway cannot be held responsible for the Content of these websites. The presence, on the Website, of a hyperlink leading to another website neither signifies nor implies in any way that Stornoway endorses, sponsors or recommends the Content of that website, or that Stornoway is affiliated in any way with that website (unless otherwise indicated).

Stornoway grants you a limited, revocable and non-exclusive right to create a hyperlink to our Website for personal and non-commercial purposes only. Any website that includes a hyperlink to our Website:

- (i) may include a hyperlink to the Content but cannot reproduce it;
- (ii) must not suggest that Stornoway endorses this website, its services or its products;
- (iii) must not make false or misleading representations regarding its relationship with Stornoway;
- (iv) must not include Content that could be considered distasteful, obscene, offensive or controversial, and may only include Content appropriate for all ages;
- (v) must not portray Stornoway, its products or its services in a false, misleading, derogatory or otherwise offensive or objectionable manner, or associate Stornoway with undesirable products, services or opinions. Stornoway may, at its discretion, request that you remove any hyperlink to the Website and, upon receiving this request, you must immediately remove such hyperlink.

Your Obligations

You are authorized to use the information concerning Stornoway, intentionally made available to the public by Stornoway through the Website, by downloading or copying it from the Website, provided that:

- (i) you make no modifications to this information and do not remove any copyright notice, trademark, service mark or any other intellectual property rights;
- (ii) you use this information for personal and non-commercial purposes only;
- (iii) you cite the Website as the source of this information;
- (iv) you make no representations or warranties related to this information.

Any other use of the Website and Content is strictly prohibited.

Any illegal or unauthorized use of the Website constitutes a breach of these Terms and Conditions. It is strictly forbidden to access our Website in a manner that is contrary to the provisions of these Terms and Conditions or to the laws and regulations of Canada, as well as of the country from which you visit the Website, if it differs. Illegal or unauthorized uses of our Website include, but are not limited to, any use of a device, program, algorithm or methodology, automatic or otherwise, that allows unauthorized access, acquisition, copying or monitoring of any part of the Website or the computer network connected to the Website, or that reproduces or bypasses the navigational structure or presentation of the Website or Content.

Comments and Contact

Stornoway welcomes any inquiries or comments (collectively, "Comments"). If you make Comments through an email message or through the form provided for this purpose on the Website, you represent and warrant that these Comments do not contain or constitute computer viruses, commercial solicitations, chain letters, mass mailings or any other form of "spam." You must not use a false email address, impersonate any person or entity, or otherwise deceive Stornoway as to the origin of the Comments.

Disclaimer

You expressly acknowledge and agree that:

1. Your use of the Website is at your own risk. The Website is provided "as is" and "as available." Subject to applicable laws, Stornoway makes no warranties, express or implied, regarding this Website and its Content;
2. Without limiting the foregoing, Stornoway neither endorses, nor guarantees, nor makes any representations:
 - i. that the information on this Website is accurate, complete, reliable, useful, timely or current;
 - ii. that the Website is error-free, secure, will not experience delays or will not encounter service interruptions;
 - iii. that the results obtained from the use of the Website will be accurate and reliable;
 - iv. that the servers hosting the Website are free of viruses or other malicious software, including any hyperlinks to or from third-party websites; or
 - v. that any errors on the Website will be corrected.
3. Any download or acquisition of an item from the Website is done at your own risk, and you are solely responsible for any damages to your computer system or data loss resulting from such download or acquisition. You alone (and not Stornoway or any third parties with whom Stornoway may occasionally associate) are responsible for all costs incurred in any technical interventions, repairs or corrections; and
4. Without limiting the generality of the foregoing, no advice or information obtained from Stornoway or through the Website, whether oral or written, is to give rise to any warranty not expressly stated in these Terms and Conditions.

Limitation of Liability

For Individuals:

To the extent permitted by law and unless arising from their own wrongful act, Stornoway, its employees, directors, officers and agents are not liable for damages resulting from the use or inability to use the Website, or from unauthorized access to data or alteration of your transmissions thereof, including but not limited to indirect, special, incidental or consequential damages of any kind, including but not limited to damages for loss of profits, use of data or other intangible assets, even if Stornoway, its employees,

directors, officers or agents have been advised of the possibility of such damages. If you are dissatisfied with the Website or Content, or do not agree to these Terms and Conditions, please cease use of the Website and Content immediately.

For Users Other Than Individuals:

To the extent permitted by law and unless arising from their gross negligence or willful misconduct, Stornoway, its employees, directors, officers and agents are not liable for damages resulting from the use or inability to use the Website, or from unauthorized access to data or alteration of your transmissions thereof, including but not limited to indirect, special, incidental or consequential damages of any kind, including but not limited to damages for loss of profits, use of data or other intangible assets, even if Stornoway, its employees, directors, officers or agents have been advised of the possibility of such damages. If you are dissatisfied with the Website or Content, or do not agree to these Terms and Conditions, your sole remedy is to not use this Website.

Indemnification

You agree to defend, indemnify and hold harmless Stornoway for any loss, damage or cost, including reasonable attorney fees, arising from any third-party claim, action or demand related to your use of the Website. You also agree to indemnify Stornoway for any loss, damage, or cost, including but not limited to reasonable attorney fees, arising from your use of virtual bots, spiders, web crawlers or similar data gathering or extraction tools, or any other action on your part that imposes an unreasonable burden or load on Stornoway's infrastructure.

Presumed Breach

Any breach of these Terms and Conditions or any other rule or agreement of Stornoway, including unauthorized use of the Website, may be subject to investigation and legal action, including but not limited to civil, criminal or injunctive remedies. You acknowledge and agree that Stornoway may, without notice and at its sole discretion, disable your access to the Website or apply any other appropriate sanction if Stornoway determines that your conduct, or that of a person deemed by Stornoway to be acting in concert with you, violates the law or these Terms and Conditions or infringes upon the rights of Stornoway, its occasional associates, a client of Stornoway or any other user of the Website.

Jurisdiction

The Website is operated from LONGUEUIL, QUEBEC, CANADA. Therefore, any dispute between a user and Stornoway falls under the jurisdiction of the province of QUEBEC and the laws of CANADA, without consideration of this country's conflict of laws provisions. Furthermore, you agree to accept the exclusive jurisdiction of the courts of the province of QUEBEC, CANADA, in case of any dispute, litigation or proceeding arising from or related to the use of the Website.

Other Provisions

These Terms and Conditions constitute the entire agreement between you and Stornoway concerning your use of the Website and supersede any prior agreements between you and Stornoway.

In case of discrepancy between the French and English versions of these Terms and Conditions, the French version is to prevail.

Nothing in these Terms and Conditions is to be interpreted as creating a mandate, partnership or any other form of joint venture between you and Stornoway. Any failure of Stornoway to exercise or enforce any right or provision of these Terms and Conditions must not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found to be invalid or unenforceable, in whole or in part, all other provisions of these Terms and Conditions are to remain in full force and effect, subject to applicable law. To replace any provision found to be invalid or unenforceable, a legal, valid and enforceable provision reflecting the original intent will be added to these Terms and Conditions.

Stornoway may, with or without prior notice, terminate any right granted under these Terms and Conditions. You must comply immediately with any termination or other notice, including, if applicable, ceasing all use of the Website.

This Website is owned and operated by:
Les Diamants Stornoway Inc.
1111 rue Saint-Charles Ouest
West Tower, Suite 400
Longueuil, Quebec
J4K 5G4

*Terms and Conditions - Stornoway Diamonds Inc.
September 8, 2023*

Any inquiries regarding these Terms and Conditions should be sent via email to Stornoway at the following address: vieprivee@stornowaydiamonds.com.

Last modified: September 8th, 2023