

## GREAT AMERICAN COIN TERMS AND CONDITIONS OF USE

### **GREAT AMERICAN COIN COMPANY TERMS AND CONDITIONS OF USE**

These Terms and Conditions of Use state the terms and conditions under which you may access or browse the Greatamericancoincompany.com website and govern your use of the website. By browsing, using and placing an order for products through the Greatamericancoincompany.com website (the "Website"), you agree to the terms and conditions set forth below (the "Terms and Conditions"). These Terms and Conditions is a legally binding agreement made by and between Great American Coin Group, LLC dba Great American Coin Company ("Great Am Coin," "our," "we" or "us"), and you, personally and, if applicable, on behalf of the entity for whom you are using the Website ("you" or "your"). The Terms and Conditions govern your use of the Website and the products and services we offer on the Website, including making purchases from Great Am Coin, making sales to Great Am Coin, making payment to or receiving payment from Great Am Coin, and placing orders with Great Am Coin.

THESE TERMS AND CONDITIONS APPLY TO ALL ORDERS, PURCHASES, AND SALES, WHETHER MADE VIA THE WEBSITE, BY TELEPHONE, OR OTHERWISE. YOU MUST READ AND ACCEPT ALL OF THESE TERMS AND CONDITIONS BEFORE PLACING AN ORDER TO PURCHASE AND/OR TO SELL WITH GREAT AM COIN. GREAT AM COIN STRONGLY ENCOURAGES YOU TO PRINT A COPY FOR FUTURE REFERENCE.

We may request that you submit certain personally identifiable information about yourself, including, but not limited to your first and last name, company, email address, telephone number, mailing address, billing address, shipping address, country of residence, credit card type, credit card number, credit card expiration date, and credit card security code. We may also gather certain types of non-personal information about your visit to protect the security of our members, the Website, or to make our products and services more beneficial to you. All information gathered from you by us will be governed by our Privacy Policy, which is hereby incorporated into these Terms and Conditions by reference. In the event of a conflict between the terms set forth in these Terms and Conditions and our Privacy Policy, the terms of the Privacy Policy will control.

Please carefully review our [Privacy Policy](#), regarding personal information provided by you, for further information regarding our data collection, use, and disclosure practices.

BY USING THE WEBSITE, YOU REPRESENT AND WARRANT, WITHOUT LIMITATION, THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF THIS AGREEMENT AND ANY OTHER SUPPLEMENTAL TERMS, DISCLOSURES, AND DISCLAIMERS, YOU MUST IMMEDIATELY LEAVE THE WEBSITE.

WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS AND CONDITIONS AT ANY TIME AND YOU AGREE THAT WE MAY CHANGE THE TERMS AND CONDITIONS AT ANY

TIME. YOU AGREE FURTHER THAT WE MAY MAKE CHANGES TO THE WEBSITE AT ANY TIME IN OUR SOLE DISCRETION, FOR ANY REASON OR NO REASON AND WITHOUT PRIOR NOTICE TO YOU. YOU AGREE THAT IF YOU CONTINUE TO USE THE WEBSITE AFTER WE HAVE POSTED A CHANGE TO THESE TERMS AND CONDITIONS, THEN YOU ARE BOUND BY THE MOST RECENT VERSION OF THESE TERMS AND CONDITIONS.

By purchasing from, making sales to or ordering from Great Am Coin, whether by telephone, through the Website or otherwise, you are subject to all terms, policies, rules, restrictions, obligations, representations, and warranties, with which you hereby agree to comply.

**BECAUSE THIS AGREEMENT CONTAINS LEGAL OBLIGATIONS, PLEASE READ THEM CAREFULLY.**

#### 1. Purchase and Sale Policies and Procedures.

You must be at least eighteen (18) years of age to purchase or sell products, create a profile and account with Great Am Coin or otherwise use the Website. By using the Website, you represent and warrant that: (a) you have the right, authority and capacity to enter into these Terms and Conditions as a legally binding Agreement and to abide by all of the Terms and Conditions of this Agreement; (b) all registration, profile and listing information you submit is truthful and accurate; (c) you will maintain the accuracy of such information; (d) you are 18 years of age or older; and (e) your use of the Website does not violate any applicable law or regulation.

You may make purchases, sell to, and order from Great Am Coin only in accordance with these Terms and Conditions and accompanying policies and procedures.

Upon placing an order to purchase or sell with Great Am Coin, you have entered into a binding and legally enforceable Agreement. Prices and availability are subject to change, without notice.

When placing an order on the Website, the price at which your order is submitted is the guaranteed price. An ?order number? will subsequently be forwarded to you via email. Your payment via credit card, PayPal or Bank Wire is required to guarantee all orders. Great Am Coin does not accept checks, money order, or cash on delivery (COD) for payment.

A completed order is denoted by our receipt of funds in bank account (wire) or payment via credit card or PayPal.

If any order is in error, due to Great Am Coin?s fault or otherwise, we reserve the right to cancel the order.

When selling to Great Am Coin the price is guaranteed. As a general policy, the transaction may not be cancelled but may be offset at Great Am Coin?s current purchase price. Sales to Great Am Coin must be shipped within two (2) business days and you must contact Great Am Coin via email at

[support@greatamericancoincompany.com](mailto:support@greatamericancoincompany.com) to provide a tracking number so that we can confirm that the product is en route. All products must be received by Great Am Coin within seven (7) business days, else the customer will be charged any Market Losses as well as a \$50 administrative fee. If Great Am Coin does not receive the product within seven (7) business days but the delay is attributable to the carrier, Great Am Coin may extend the deadline, in its sole and absolute discretion. Additionally, Great Am Coin may at its discretion extend the deadline to receive product. If this is the case, Great Am Coin will notify the seller via email or by phone.

Without limiting any other legal or equitable rights and remedies that may be available to Great Am Coin, in the event of any failure by you to comply with these Terms and Conditions, Great Am Coin may suspend or terminate your account. The suspension or the termination of your account shall not affect your obligations as set forth in these Terms and Conditions.

Additional terms, including, without limitation, prices, payment methods, refund and cancellation policies, and exchange policies may be posted from time to time on the Website.

**Fraud.** We reserve the right, but undertake no obligation, to actively report and prosecute actual and suspected credit card fraud. We may, in our discretion, require further authorization from you such as a telephone confirmation of your order and other information. We reserve the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud is suspected. We capture certain information during the order process, including, without limitation, information that will be used to locate and identify individuals committing fraud. If any Website order is suspected to be fraudulent, we reserve the right, but undertake no obligation, to submit all records, with or without a subpoena, to all law enforcement agencies and to the credit card company for fraud investigation. We reserve the right to cooperate with authorities to prosecute offenders to the fullest extent of the law.

## **2. Payment Options**

Our shopping cart system accepts payment using:

? Visa

? MasterCard

? American Express

? PayPal

By choosing to pay with a credit or debit card, you expressly authorize Great Am Coin to authorize and capture your credit card payment prior to shipment.

Great Am Coin expressly reserves the right to refuse or cancel any order, for any reason, at its sole

discretion, regardless of payment method and price confirmation.

No checks are accepted.

### **3. Payment Instructions**

Great Am Coin will issue payment instructions to you during the ordering process and via email following completion of your order.

### **4. Sales Tax**

We are required to collect sales tax on all orders being shipped to customers in California. This tax is calculated on the total of merchandise and any applicable shipping/handling charges.

### **5. Cancellation Policy**

Once you have placed an order with Great Am Coin, you have entered into a binding legal agreement, and cannot cancel the confirmed order.

Alternatively, in the event that your credit or debit card is denied, Great Am Coin reserves the right to invoice you, in which case, you expressly agree to pay the amount due, in full, within ten (10) business days. Future orders are not permitted unless and until any cancellation and other related fees are paid in full. After Great Am Coin has shipped the product, the order is final and cannot be canceled. If you refuse shipment the product will be returned to us and you can either pay to have it reshipped or accept Market Loss fees upon return plus a standard \$35 cancellation fee.

Great Am Coin reserves the right to refuse or cancel an order for any reason or for no reason at all, regardless of payment method or price confirmation, including without limitation, for orders Great Am Coin deems questionable or suspicious, for orders Great Am Coin deems to be a significant risk, when the confirmed price is incorrect, for abrupt movements in the precious metals market, and/or when Great Am Coin does not receive payment within the allotted timeframe.

Great Am Coin is not responsible for pricing or typographical errors and expressly reserves the right, in its sole and absolute discretion, to cancel any and all orders placed with respect to such items. IN the event of a cancelled order Great Am Coin will contact you directly with notification of the cancellation.

### **6. Return Policy**

If you need to return or exchange an item, please follow these instructions:

? E-mail **Sales@greatamericancoincompany.com** to request a return authorization number.

? You will receive your return authorization number via email within 12-24 hours.

? Returns must be made within 7 days from the date of receipt.

? Make sure your name, address and return authorization number are stated clearly on the return address portion of the package, and please include a copy of your shipping invoice.

? If you ship from a mailing center, they typically use their address, so be sure to request that your address be featured.

? There are no returns, exchanges, or refunds on genuine United States coins, gold or silver bullion or coins, rounds or bars, unsearched lots of coins, or slabbed/professionally graded coins, United States silver and gold certificates, Federal Reserve notes, international currencies or world banknotes.

? It is the responsibility of the buyer to inspect all merchandise upon receipt. If there is an issue with any shipment sent by the Great Am Coin, including; damaged or defective merchandise, missing item(s), or incorrect order/shipping error, the Great Am Coin must be notified within 7 business days of receipt of package.

? For Returns, address the securely wrapped, prepaid, insured package to:

Great American Attention: Returns 269 S Beverly Dr. STE 609, Beverly Hills, CA 90212

You will be refunded for the entire cost of the product excluding all shipping costs. Return shipping is at your expense. You will be notified by email when we receive your return and the amount refunded.

## **7. Undeliverable Packages**

It is the responsibility of the buyer to ensure that their shipping information is accurate. If a package is returned to Great Am Coin, Great Am Coin will provide a full refund to the buyer less any shipping charges incurred by Great Am Coin. Great Am Coin may at its discretion choose to reship the product rather than provide a full refund.

## **8. Great Am Coin Market Loss Policy**

Upon issuance of an order number following a purchase from Great Am Coin, the price is

guaranteed and you may not cancel the transaction. The transaction may only be offset at Great Am Coin's current asking price. If your item is cancelled, you are responsible for any deficit between the price at which Great Am Coin sold the item to you and the offsetting purchase price. As set forth above, all cancellations are subject to our market loss policy, in addition to a \$35.00 (USD) administrative fee. Market gains on cancellations or returns shall remain the property of Great Am Coin.

Without limiting any other legal or equitable rights and remedies that may be available to Great Am Coin, Great Am Coin may elect to apply any and all of your funds in its possession to satisfy your monetary obligations and/or may offset any obligations that Great Am Coin may have to you. Great Am Coin also reserves the right, in its sole and absolute discretion, to apply any/all funds in its possession toward the satisfaction of your obligations to Great Am Coin.

## **9. Shipment**

We ship to the United States and select international countries. Great Am Coin will review all international shipments individually, and reserves the right to cancel any transaction at our sole discretion based upon location or for any other reason. Insurance and/or tracking is available for international shipments, however, it is generally cost prohibitive. Insurance and/or tracking may be included in international shipments at buyers expense.

Great Am Coin ships most orders within 0-3 business. Under rare circumstances packages may be held longer. Customers will be contacted if packages are held longer than 3 business days. Please be advised that if we require a drivers license or other ID prior to shipment the 0-3 business day shipping window will begin upon receipt of requested information.

## **10. Shipping and Handling and Hold Time**

Delivery dates posted by our website - [www.greatamericancoincompany.com](http://www.greatamericancoincompany.com) and by the USPS or other carriers are "Estimated Dates" only. Great Am Coin does not provide shipping refunds nor do we coordinate with the USPS or other carriers on behalf of the customer when a package does not arrive by the estimated delivery date. Great Am Coin and [www.greatamericancoincompany.com](http://www.greatamericancoincompany.com) are not responsible for packages delivered late by any carrier.

## **11. Export Compliance**

Each product that Great Am Coin sells is subject to all United States export laws. Therefore, no products may be exported or re-exported into, or to a national or resident of, Cuba, Iran, North Korea, Syria or any country to which the United States has embargoed goods. Additionally, no products may be exported or re-exported to anyone on the United States Treasury Department's list of specially designated nationals or the United States Commerce Department's Table of Denial Orders.

## **12. Termination**

Either Great Am Coin or you may terminate these Terms and Conditions, for any reason, including convenience, with or without cause, at any time by written notice to the other party. The termination of these Terms and Conditions shall not affect the rights and the obligations of Great Am Coin or you with respect to the period prior to the date of termination.

### **13. Disclaimers, Exclusions and Limitations**

**CAUTION:** All investments, including coins and bullion, involve some degree of risk and are affected by numerous economic factors, all of which are beyond the control of Great Am Coin. You, and not Great Am Coin, are responsible for such risk, including, without limitation, market volatility and inability to liquidate the products at an acceptable price, or at all. Consult your investment or financial advisor prior to purchasing/selling and fully assess whether you possess adequate savings and income prior to considering such an investment. You represent and warrant to Great Am Coin that you have sufficient experience and knowledge to make informed financial decisions and that Great Am Coin is not making any recommendation with respect to such purchases and/or such sales.

International currencies, world banknotes, gold and silver bullion and coins, U.S. Coins, and graded and slabbed coins are non-returnable and non-refundable. In order to mitigate fraud, all buyers billing address and shipping address must match. In addition, buyers must have an accurate and active phone number and e-mail address.

Great Am Coin guarantees the authenticity of all currencies and products sold on the site.

Great Am Coin does not provide investment advice and does not comment on rumors in the marketplace related to international currency.

Purchasing of international currencies is highly speculative.

All currencies sold on the Website are sold as collectibles.

Great Am Coin does not guarantee the future pricing of any currencies on the site. Great Am Coin does not accept returns on currency unless approved by a company representative. However, Great Am Coin will buy back your currency from you at our current buy price, providing we are currently purchasers.

The buy price that Great Am Coin offers may be significantly below our sell price or may be significantly below your original purchase price.

The buy price posted by Great Am Coin for any international currency may be any amount above or below a particular currencies? exchange rate.

The buyer takes sole responsibility for the purchase of international currencies from Great Am Coin.

International currencies sold by Great Am Coin including but not limited to the Indonesian Rupiah, the Vietnamese Dong and the former currency of the Republic of Zimbabwe are highly illiquid. Due to this, price declines or increases may be significant and/or rapid. Great Am Coin does not guarantee that we will act as buyer for any of these currencies in the future. PLEASE BE ADVISED it is the opinion of Great Am Coin that Zimbabwe Banknotes will NEVER be money again and consist of collectible former banknotes only.

In order to comply with the United States Patriot Act all buyers who purchase \$1,000 or greater value of foreign currencies within a 24-hour period must provide a copy of their driver's license, state issued ID, or passport, as well as the social security number and occupation of the buyer. The image can be emailed to sales@greatamericancoincompany.com Please use the header "License Photograph - Jane Do". Per US Law, currency will not be shipped until identification has been received and reviewed by Great Am Coin.

Zimbabwe banknotes sold by Great Am Coin are sold as collectibles and are not considered currency. Zimbabwe bank notes consist of former currency from the Republic of Zimbabwe. The Republic of Zimbabwe is currently on the United States Dollar standard. All Zimbabwe banknotes currently sold by Great Am Coin, including but not limited to the 10 Trillion-Dollar Zimbabwe Note, the 50 Trillion Dollar Zimbabwe Note and the 100 Trillion-Dollar Zimbabwe Note have no currency value and are considered collectible/novelty items only. Great Am Coin does not provide guidance for future prices, nor do we comment on rumors in the market place related to this product. I

Great Am Coin is not endorsed by or affiliated with either the United States Government or the U.S. Mint.

Great Am Coin is not affiliated with the Great American Coin Company located in Bellflower, California, U.S.A.

#### **14. Disclaimer of Warranties**

GREAT AM COIN PROVIDES THE WEBSITE, THE PRODUCTS, AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. GREAT AM COIN DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, ITS USE, ANY INFORMATION ON IT: (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. GREAT AM COIN MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE TERMS AND CONDITIONS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

PLEASE REMEMBER TO ALWAYS CONSULT WITH YOUR INVESTMENT AND FINANCIAL ADVISOR PRIOR TO PURCHASING.



PRODUCTS. ALL PRODUCTS ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, GREAT AM COIN HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE HEREBY EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the disclaimers herein may not apply to you insofar as they relate to implied warranties.

## **15. Limitation of Liability**

GREAT AM COIN SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ORDER PLACED VIA THE GREAT AM COIN ONLINE ORDER ENTRY SYSTEM, FOR ANY LOSSES OR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES THAT YOU MAY INCUR AS A RESULT OF THE USE OF THE GREAT AM COIN ONLINE ORDER ENTRY SYSTEM, THE WEBSITE, AND/OR RELATED PRODUCTS/SERVICES. GREAT AM COIN SHALL NOT BE RESPONSIBLE FOR ERRORS, NEGLIGENCE, OR INABILITY TO EXECUTE ORDERS. FURTHER, GREAT AM COIN SHALL NOT BE RESPONSIBLE FOR ANY DELAYS IN THE TRANSMISSION, DELIVERY, OR EXECUTION OF YOUR ORDERS DUE TO BREAKDOWN OR FAILURE OF TRANSMISSION OR COMMUNICATION FACILITIES, OR FOR ANY OTHER CAUSES BEYOND GREAT AM COIN'S REASONABLE CONTROL. GREAT AM COIN SPECIFICALLY DISCLAIMS ANY LIABILITY FOR THE INTERRUPTION, CANCELLATION, OR OTHER TERMINATION OF THE GREAT AM COIN ONLINE ORDER ENTRY SYSTEM.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, the foregoing limitation may not apply to you.

## **16. Indemnity and Release**

You agree to defend, indemnify and hold Great Am Coin and its parents, subsidiaries, affiliates, officers, directors, agents, employees, licensors, members, shareholders, co-branders or other partners, employees, and advertising partners harmless from any and all claims and expenses, liabilities, losses, actions, damages, claims or demands, including reasonable attorneys' fees, made by any third-party directly or indirectly relating to or arising out of (a) content you provide to the Website or otherwise transmit or obtain through the products and/or services, (b) your use, purchase, and/or sale of the products and/or services, (c) your connection to the products and/or services, (d) your violation of these Terms and Conditions, (e) your violation of any rights of another, (f) your breach of any representation or warranty made by you to Great Am Coin, or (g) your failure to perform your obligations hereunder. If you are obligated to provide indemnification pursuant to this provision, Great Am Coin may, in its sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any claim without Great Am Coin's consent.

You are hereby agreeing to release Great Am Coin and its subsidiaries, affiliates, officers, managers, directors, agents, employees, licensors, members, shareholders, co-branders or other partners, employees, and advertising partners from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to, without limitation, such disputes and/or to the Website and related products and services.

## **17. Relationship**

The sole relationship between you and Great Am Coin is that of purchaser-seller. No other relationship, express or implied, including, without limitation, an agency, employee-employer, franchisee-franchisor, joint venture, or any partnership relationship exists.

## **18. No Waiver**

Upon your failure to comply with your duties and obligations to Great Am Coin, the latter reserves all rights and remedies available at law or in equity. No delay or failure on the part of Great Am Coin in exercising any right or any remedy shall operate or be construed as a waiver of that right or that remedy. In addition, no partial exercise by Great Am Coin of any right or any remedy shall preclude the further exercise of that right or that remedy or the exercise of any other right or any other remedy. In the event that you fail to comply with these Terms and Conditions, you expressly authorize and grant to Great Am Coin the right to charge your credit card for any and all market losses incurred by Great Am Coin, including, without limitation, administrative fees for accepting your orders to either buy from or sell to Great Am Coin as a result of price and market fluctuations for which you did not fulfill.

## **19. No Assignment**

You may not assign these Terms and Conditions, including your related rights and/or obligations, without express prior written consent of Great Am Coin. Such consent may be granted or withheld by Great Am Coin at its sole and absolute discretion. These Terms and Conditions shall be binding upon and inure to the benefit any/all permitted assignees and successors of you and Great Am Coin.

## **20. Force Majeure**

You acknowledge and understand that if Great Am Coin and/or the Website are unable to provide the products and/or services as a result of a force majeure event, Great Am Coin and/or the Website will not be in breach of any of its obligations towards you under these Terms and Conditions. A force majeure event means any event beyond the control of Great Am Coin and/or the Website. GREAT AM COIN SHALL NOT HAVE ANY LIABILITY TO YOU WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR FAILING TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT THAT SUCH FAILURE IS AS A RESULT OF A FORCE MAJEURE EVENT.

## **21. Website Use and Restrictions**

Except as expressly provided below, the purchase and/or sale of related products/services may only be consummated by, and is expressly limited to, individuals who can form legally binding contracts under applicable law. Without limitation, minors are prohibited from utilizing the Website and/or related services.

You must comply with all of the terms set forth in these Terms and Conditions, the policies referred to herein, and all applicable laws, rules and regulations when you use the Website.

Subject to these Terms and Conditions, you are hereby granted a limited, non-exclusive right to use the content and materials on the Website in the normal course of your use of the Website. You may not use any third-party intellectual property without the express written permission of the applicable third-party, except as permitted by law. The Website will retain ownership of its intellectual property rights and you may not obtain any rights therein by virtue of these Terms and Conditions or otherwise, except as expressly set forth in these Terms and Conditions, including to the trade name, trademark, service mark or trade dress of Great American Coin Company®. You will have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit or sublicense from materials or content available on the Website, except as expressly set forth in these Terms and Conditions. You may not attempt to reverse engineer any of the technology used to provide the products and/or services.

In your use of the Website and the products and/or services, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (ii) defame, abuse, harass, stalk any individual, or disrupt or interfere with the security or use of the products and/or services, the Website or any websites linked to the Website; (iii) interfere with or damage the Website or products and/or services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (iv) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) the Website or create or use a false identity; (v) attempt to obtain unauthorized access to the Website or portions of the Website that are restricted from general access; (vi) engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users without their express consent or other information relating to the Website or the products and/or services; (viii) use any meta tags or any other "hidden text" utilizing the Great Am Coin name, trademarks, or product names; (ix) advertise, offer to sell, or sell any goods or services, except as expressly permitted by the Website; (x) engage in any activity that interferes with any third party's ability to use or enjoy the Website or products and/or services; or (xi) assist any third party in engaging in any activity prohibited by these Terms and Conditions.

## **22. Miscellaneous**

To the extent permitted by applicable law, you hereby expressly waive your right to a trial by jury in any proceeding or litigation brought against Great Am Coin with respect to these Terms and Conditions and/or the Website. All disputes arising out of or relating to these Terms & Conditions (including formation, performance or alleged breach) or your use of the Website will be exclusively

resolved under confidential binding arbitration held in Los Angeles, California in accordance with the Rules of the American Arbitration Association. You hereby consent to personal jurisdiction for the purpose of resolving such disagreements and such disputes and waive all objections to the jurisdiction. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms and Conditions will be joined to an arbitration involving any other party subject to these Terms and Conditions, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, Great Am Coin will have the right to seek injunctive or other equitable relief in state or federal court located in Los Angeles, California to enforce these Terms & Conditions or prevent an infringement of a third party's rights. In the event equitable relief is sought, you hereby irrevocably submit to the personal jurisdiction of such court and waive all objections to the jurisdiction. These Terms and Conditions shall be governed by, and interpreted in accordance with, the laws of the State of California, without regard to conflict of laws principles. BY ENTERING INTO THESE TERMS AND CONDITIONS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE TERMS AND CONDITIONS MUST BE ASSERTED INDIVIDUALLY. You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Website, must be filed within one calendar year after such claim or cause of action arises, or forever be barred. In the event that Great Am Coin takes any action against you, arising out of and/or to enforce your obligations under these Terms and Conditions, you expressly agree to pay all of the associated costs and the expenses incurred by Great Am Coin, including, without limitation, reasonable attorneys' fees, in connection with such action. You expressly agree to execute and deliver any/all documents and take such other actions as may be reasonably requested by Great Am Coin to carry out these Terms and Conditions.

### **23. Severability**

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

### **24. Entire Agreement**

This Agreement constitutes the entire agreement between you and Great Am Coin and governs your use of the Website, superseding any prior agreements.

### **25. Statute of Limitations**

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF RELATED TO THE AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

### **26. Liscensing**

For any inquiries related to licensing please contact the Great American Coin Group LLC at 855-644-2242.

## **27. Privacy**

Use of this Website is subject to the terms of our Privacy Policy, which is hereby incorporated into and made part of these Terms and Conditions. Please carefully review our Privacy Policy. By using this Website, you agree to be bound by the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of this Website, account registration, and any other personal information provided by you in accordance with our Privacy Policy.

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