

The following Terms and Conditions govern each transaction between You and The Gold Guys, LLC (“The Gold Guys”) and are legally binding on You, as a User of The Gold Guys’ Website (the “Web Site”) and/or as a customer of The Gold Guys and inure to the benefit of The Gold Guys and its successors and assigns. In order to do business and conduct Your transaction with The Gold Guys, You must accept these Terms and Conditions set forth below. **BY CLICKING “I AGREE” BELOW, YOU AGREE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH BELOW IN THEIR ENTIRETY:**

Definitions:

“You” and “Your” refer to the person or persons sending gold, platinum or silver jewelry or other precious metals to The Gold Guys.

“Jewelry” refers to the previously owned gold, platinum or silver jewelry or other precious metals which You submit to The Gold Guys.

“We”, “Us” or “Our” refer to The Gold Guys, LLC, a Minnesota limited liability company.

Warranties and Representations:

When You use this Web Site, You represent and warrant to The Gold Guys as follows:

- a. the information You submit is true and accurate;
- b. You will update Your contact information if it changes so that We can contact You;
- c. You have good and marketable title to the Jewelry, free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever. The Gold Guys may, but shall not be required to, ask You to provide documentation or other proof of such ownership;
- d. the Jewelry is not from, or the result of, illegal activity in this country or any other country,
- e. You are at least eighteen (18) years of age;
- f. any transaction initiated by You with The Gold Guys will not cause The Gold Guys to be in violation of any anti-money laundering, anti-terrorism or other applicable law of the United States of America, any state or any foreign country;
- g. The Jewelry does not contain any of the following materials or elements: Arsenic, Beryllium, Bismuth, Cadmium, Mercury, Nickel, Lead, Antimony, Selenium, Tin, Tellurium or any other poisonous or deleterious element.

Please note that in order to process Your Jewelry You must provide Us with a true and correct copy of a government issued form of identification and We expressly reserve the right to delay processing of Your Jewelry until We have received such proof of identification, to Our sole satisfaction. Furthermore, if You fail to provide Us with such required information, fail to respond to any request for additional information or fail to

request the return of Your Jewelry within thirty (30) days following such request, such Jewelry may be deemed abandoned and thereafter relinquished to the Minnesota Department of Commerce – Unclaimed Property Division. By accepting these Terms and Conditions, You waive any claims against The Gold Guys, and agree to indemnify and hold Us harmless from, any and all claims resulting from investigations by any law enforcement authorities.

Limited Liability:

In the event You ship Jewelry to Us via The Gold Guys shipping label described below, the Jewelry will be insured against loss up to a maximum of \$500.00. In the event You use Your own packaging, You must insure Your property with the carrier for its full value and if it is lost or stolen prior to reaching The Gold Guys, You must make a claim against the carrier. If You wish to insure the Jewelry for more than \$500.00, You may do so at Your own expense. The Gold Guys utilizes the services of United Parcel Service (“UPS”). The Gold Guys offers free shipping labels to ship the Jewelry through UPS. The tracking applications of UPS will be the sole proof that the Jewelry was shipped to and received by The Gold Guys.

IN ALL EVENTS THROUGHTOUT THESE TERMS AND CONDITIONS, YOU AGREE THAT THE LEGAL LIMIT OF OUR LIABILITY TO YOU FOR ANY CLAIMS OR CAUSES OF ACTION FOR LOST, DAMAGED OR DESTROYED JEWELRY SHALL NOT EXCEED THE LESSER OF OUR SETTLEMENT TO YOU OR \$1,000.00 PER TRANSACTION. YOU AGREE THAT WE WILL NOT BE LIABLE FOR AND YOU EXPRESSLY WAIVE ANY CLAIMS YOU MAY HAVE AGAINST US FOR ANY OF THE FOLLOWING:

- (A) INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNATIVE DAMAGES, OR FOR LOSS OF PROFIT OR OPPORTUNITY;
- (B) CLAIMS, DEMANDS, OR ACTIONS FOR ANY SUBROGATION CLAIM BROUGHT BY YOUR INSURANCE CARRIER, AND YOU EXPRESSLY AND SPECIFICALLY WAIVE ANY SUBROGATION CLAIM ON YOUR BEHALF AS WELL AS ON BEHALF OF YOUR INSURANCE CARRIER.

To the extent permitted by law, You agree that regardless of any statute or law to the contrary, You must file any claim or cause of action arising out of or related to Your Use of this Web Site or any services We offer no later than one year after the claim or cause of action arose, otherwise such claims or causes of action shall be forever barred.

Description of the Jewelry.

YOU MUST INCLUDE WITH YOUR SHIPMENT A COMPLETE INVENTORY OF THE JEWELRY. WE WILL NOT BE RESPONSIBLE FOR ANY ITEMS OF LOST OR MISSING JEWELRY NOT LISTED ON THE INCLUDED INVENTORY LIST.

You agree to accurately list and describe the Jewelry that You send to Us on a packing slip, which You can print from the Web Site or receive from Us by Mail. If We determine, in Our sole discretion, that there are significant discrepancies between the Jewelry as described on your packing slip and the items we actually receive, or if no packing slip was included in the package, We may suspend or terminate the transaction with notice to you. In the event that We terminate the transaction, We will ship Your Jewelry to You within two (2) days at our cost by the UPS shipping method or by any other shipping method of Our choosing, and You agree that We will only be responsible for insuring the value of Your Jewelry up to \$500.00 and will not be liable for any loss incurred by You.

Appraisal.

We will Weigh and evaluate the Jewelry upon receipt. The Gold Guys purchase the Jewelry for processing, melting and/or refining and not for resale. EXCEPT FOR SMALL DIAMONDS, PRICES FOR JEWELRY ARE BASED SOLELY ON THE WEIGHT OF THE PRECIOUS METALS IN YOUR JEWELRY AND KARAT GRADE CONTAINED IN THE JEWELRY. PRICES ARE NOT BASED ON THE POTENTIAL VALUE UPON RESALE OF THE JEWELRY. The Gold Guys will not remit payment for gemstones in the Jewelry, other than small diamonds. Prices for such diamonds are based on carat Weight, color, clarity, cut and shape. WE WILL NOT PAY YOU FOR ITEMS OF JEWELRY DETERMINED TO CONTAIN MINIMAL OR NO IDENTIFIABLE PRECIOUS METAL (“NON-PRECIOUS ITEMS”).

After the Jewelry has been received by The Gold Guys and its value determined, typically within three (3) days following receipt, The Gold Guys will remit a check to You in payment for the Jewelry (the “Settlement Amount”). Cashing The Gold Guys’ check shall be deemed to be conclusive evidence of Your acceptance of the Settlement Amount. If You disagree with the Settlement Amount, You must contact The Gold Guys by e-mail or phone within three (3) days following receipt of The Gold Guys check, in which event the Jewelry will be returned to You in accordance with these Terms and Conditions, at Our expense. If a package containing Your Jewelry, to be returned, is lost in transit, We will file a claim with the carrier and pay You the full value of the rejected settlement. If We do not receive an e-mail or phone call from You within this period, the Jewelry will be processed (i.e., melting and/or refining) and, accordingly, will not be recoverable.

We reserve the right, in Our sole discretion and with notice to You, to reject any inbound package that appears to have been tampered with prior to delivery. For purposes of these Terms and Conditions, any inbound package that we reject will not be deemed to have been “received” by Us.

We will send You notice by email or phone call when we receive and enter your Jewelry into our database.

Electronic Signature.

FOR PURPOSES OF THE TRANSACTION, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, RECEIPT OF NOTICES BY E-MAIL, USE OF ELECTRONIC CONTRACTS, AND TO ACCEPT THESE TERMS AND CONDITIONS BY ELECTRONIC MEANS. YOU ALSO AGREE THAT CLICKING THE SUBMIT BOX AT THE END OF THE GOLD GUYS FORM CONSTITUTES YOUR ELECTRONIC SIGNATURE.

Miscellaneous:

You agree that: (a) any email message that We send to You is deemed to have been effectively received by You and constitutes due notice to You by email; and (b) any phone message We leave with You, anyone answering Your phone, or on Your answering machine or service is effectively received by You and constitutes due notice to You by telephone.

In the event of any strike, disruption of service, or any other problems that We might encounter with a chosen carrier, We reserve the right, in Our sole discretion, to replace the chosen carrier with another shipping carrier.

The Gold Guys is governed by the laws of the State of Minnesota. YOU EXPRESSLY AGREE THAT ANY CLAIMS, LAWSUITS, ACTIONS, OR DISPUTES AGAINST THE GOLD GUYS MUST BE EXCLUSIVELY FILED IN THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF MINNESOTA, HENNEPIN COUNTY, USA, and You further expressly agree that any such Court has personal jurisdiction over You. You hereby agree that the laws of the State of Minnesota shall govern any dispute arising out of any transaction between You and The Gold Guys and that these Terms and Conditions shall be construed under and in accordance with the laws of the State of Minnesota. You hereby waive all defenses for lack of personal jurisdiction and forum non-conveniens.

All references to days shall refer to business days. Saturdays, Sundays, and federal legal holidays are not included as business days, and if the expiration of any time frame set forth above falls on a Saturday, Sunday or federal legal holiday, performance will be due on the next business day. All business days will begin at 9:00 a.m. and end at 6:00 p.m. CST on the appropriate day.

Notwithstanding any other provision herein to the contrary, We reserve the right to suspend or enlarge any time frame specified above, and/or request additional documents or information from You, in order to comply with any applicable local, state, or federal law, ordinance, or regulation. Furthermore, any time frame set forth above may be suspended or extended in Our discretion with or without notice to You in the event that We encounter any other delays attributable to acts of God, including, without limitation, fires, hurricanes and other storms.

You agree to indemnify and hold Us, Our officers, managers, governors and employees and Our subsidiaries, affiliates and licensees and their respective officers, agents, partners and employees, harmless from any loss, liability, claim or demand, including attorneys' fees and costs, made by any third party due to or arising out of Your submission of the Jewelry to Us or Your Use of The Gold Guys Web Site, and/or due to Your violation of these Terms and Conditions and/or arising from a breach of these Terms and Conditions and/or any breach of Your representations and warranties set forth above.

These Terms and Conditions constitute the entire agreement between You and Us regarding the Use of The Gold Guys Web Site and supersedes any prior or contemporaneous understandings and agreements between You and Us related to its subject matter.

Nothing in these Terms and Conditions shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between You and Us.

There are no third party beneficiaries to these Terms and Conditions.

The Section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect.

Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

You agree that each provision of these Terms and Conditions is intended to be construed to be enforceable to the fullest extent possible. If any provision or part of a provision of these Terms and Conditions is held to be unlawful, void, or unenforceable, that provision or part of the provision shall be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining provisions.

You may not assign Your rights in and to the Settlement Amount or under these Terms and Conditions to any third party; We may assign Our rights under these Terms and Conditions without condition.