

Gold BG LLC dba Gold Buying Girl wishes to give you a fair and fast payment for your gold, silver, platinum and gemstone items (herein referred to as Merchandise).

"You" and "Customer" shall refer in this agreement to the person wishing to submit for sale gold, silver, platinum and/or gem stones to Gold Buying Girl. The terms 'we', "us" and "our" shall refer to Gold Buying Girl or its assigns.

These Terms and Conditions represent a legally binding agreement between you and Gold Buying Girl and govern the process under which you may receive your payment for the merchandise.

You must accept the Terms and Conditions set forth below in order to conduct any transaction with Gold Buying Girl. BY CONTINUING WITH YOUR TRANSACTION AND/OR SENDING IN MERCHANDISE TO GOLD BUYING GIRL YOU AGREE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH BELOW IN THEIR ENTIRETY. THESE TERMS AND CONDITIONS APPLY TO ALL ASPECTS OF THE TRANSACTION AND RELATIONSHIP. THESE TERMS OF SERVICE MAY BE MODIFIED FROM TIME TO TIME. THIS WEB PAGE WILL ALWAYS CONTAIN THE CURRENT TERMS OF SERVICE SO PLEASE CHECK BACK HERE OFTEN.

Electronic Communications and Notices Under this Agreement

FOR PURPOSES OF THE CONTEMPLATED TRANSACTION, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, RECEIPT OF NOTICES AND SETTLEMENTS BY E-MAIL, USE OF ELECTRONIC CONTRACTS, AND TO ACCEPT THESE TERMS AND CONDITIONS BY ELECTRONIC MEANS. YOU AGREE THAT CLICKING THE ACCEPTANCE BOX ON THE GOLDCYCLER WEBSITE CONSTITUTES YOUR ELECTRONIC SIGNATURE AND ACCEPTANCE OF THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.

You further 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.

Gold Buying Girl shall use the email you supplied as the primary means of contacting you about this transaction. You must access you email regularly as some messages from Gold Buying Girl may be time sensitive. Gold Buying Girl is not responsible for delays and breakdowns in email communications caused by ISPs, anti-spam measures, network outages or 3rd party activity.

Requirements for Use

You agree that ALL of the following are true:

1. You are the legal owner of the Merchandise that you wish to sell to us;
2. You are at least 21 years old;
3. You are not acting as another's agent or representative for this sale;
4. Your Merchandise is free of any and all claims, liens, or anything else that might adversely affect the value of your Merchandise or your ability to sell it to us;
5. You believe the Merchandise is authentic and contains significant portions of gold, silver or platinum;
6. You are located in the United States and are legally capable of entering into a binding agreement such as this one.
7. You intend to sell the merchandise to us are not using our service to simply evaluate the value of the merchandise.

Gold Buying Girl may, at its sole discretion, request documentation or other proof of compliance with these requirements. Failure to request documentation does not constitute waving of any of these requirements.

Sending in the Merchandise

You agree to accurately list and describe the Merchandise that you send to us on a packing slip, either that found in our Gold Mail In Kit, or one you make yourself. You agree to package your Merchandise so that it arrives to us intact.

Limitation Of Liability

This limitation of liability shall be binding on each and every customer and any third party, including, but not limited to, the customer and the customer's successors, assigns, insurance carriers and any other individual or entity asserting any right or claim relating to customer's transaction with Gold Buying Girl.

In no event shall Gold Buying Girl be liable to any third party, including any insurance carrier. Gold Buying Girl shall not be liable for any subrogation claim brought by customer's insurance carrier, and, by submitting an item to Gold Buying Girl, customer expressly and specifically waives any such subrogation claim on his or her behalf as well as on the behalf of his or her insurance carrier.

Gold Buying Girl's liability is and shall be expressly and specifically limited to the LEAST of the following sums:

1. If the customer does not provide Gold Buying Girl with an original sales slip or written third party appraisal of their jewelry (issued prior to delivery of said jewelry to Gold Buying Girl), the maximum value of the shipment for purposes of Gold Buying Girl's liability will be no more than Fifty Dollars (\$50.00) for loss or damage prior to Gold Buying Girl's acknowledgement of receipt. The customer expressly acknowledges and agrees that if they do not provide a sales slip or appraisal, Gold Buying Girl's determination of value shall be conclusive and binding.

2. If the customer does provide Gold Buying Girl with an original sales slip or written third party appraisal of their jewelry (issued prior to delivery of said jewelry to Gold Buying Girl), the maximum value of the shipment for purposes of Gold Buying Girl's liability will be no more than One Hundred Dollars (\$100) for loss or damage prior to Gold Buying Girl's acknowledgement of receipt.

The customer expressly acknowledges and agrees that if there is no appraisal which was issued prior to the contents being submitted to Gold Buying Girl, Gold Buying Girl's liquidated value shall be conclusive and binding. Furthermore, in no event shall Gold Buying Girl's liability exceed One Hundred (\$100.00) Dollars to any person regardless of the number of shipments of merchandise or number of items in a shipment or lot.

Customers are advised to purchase additional insurance before mailing their jewelry if they believe the value exceeds Gold Buying Girl limitation of liability.

By submitting the merchandise to Gold Buying Girl, customer explicitly and expressly accepts this limitation of liability.

Merchandise Receipt

If we determine, in our sole discretion, that there are significant discrepancies between the Merchandise as described on your packing slip and the items we receive, or if no packing slip was included in the package, we may suspend or terminate the Transaction with notice to you via email. In the event that we terminate the Transaction, we will ship your Merchandise to you within 5 business days at our cost, and you agree that we will only be responsible for insuring the value of your Merchandise up to \$100.

Generally, we often videotape the opening and the contents of each package of Merchandise we receive. 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.

Value and settlement of Merchandise

We will have the value of your Merchandise assessed using a calculation based primarily on the afternoon London Gold fixing on the day we process your Merchandise, a formula based on the karat and weight of the Merchandise, and any other factor that we deem to be appropriate. A check for the fair market value will then be sent to you.

If you disagree with our expert evaluation, you must return the un-cashed check to Gold Buying Girl, so that it is received within 10 days of the date marked on the check. After 10 days, the contents of each Gold Mail In Kit is processed and cannot be returned. Gold Buying Girl will not be responsible for any loss or damage of any kind if the

time limitations are not strictly followed. Shipping and handling charges will apply for material returned to the customer.

If you are concerned that a returned check will not arrive to Gold Buying Girl in time, you may call our customer service center at (00-778-0203).

ALL TRANSACTIONS ARE FINAL AND IRREVOCABLE

Satisfaction Guarantee

If the customer is not satisfied with their check from Gold Buying Girl, Gold Buying Girl will return the customer's jewelry if the following requirements are fulfilled:

1. The customer must notify Gold Buying Girl of their dissatisfaction within ten (10) days of the date on their check, either by phone or email.
2. Upon notification, Gold Buying Girl will issue a confirmation email to the customer within 24 business hours. If no confirmation email is issued to a customer from Gold Buying Girl, it is evidence that Gold Buying Girl has not received notification of the customer's dissatisfaction.
3. Gold Buying Girl cannot guarantee the delivery date of their checks. Normally delivery of checks takes 2-4 business days. If a customer does not receive their check within ten (10) days of the date on their check for any reason and they wish to have their jewelry returned, Gold Buying Girl cannot guarantee the return of the customer's jewelry. You may contact Gold Buying Girl customer service to find out the amount of their check and the date issued.
4. The customer assumes risk of the loss of their jewelry if they choose to return their check to Gold Buying Girl without informing Gold Buying Girl of their dissatisfaction within 10 days of the date on their check.
5. Gold Buying Girl must receive their original check from the customer before they will return the customer's jewelry. It is the customer's responsibility to return their check in a new envelope and pay for the postage.
6. Gold Buying Girl will pay for the return postage of the customer's jewelry, and insure the returned jewelry appraised value.
7. If the customer sends a shipment of jewelry which does not include a single item (or more) containing gold, silver, platinum or diamonds, there is a fifteen dollar (\$15) shipping and processing fee for the return of these items.
8. Jewelry being returned that does not contain gold, silver, platinum or diamonds will be insured by Gold Buying Girl for five dollars (\$5).
9. Upon notification of customer dissatisfaction (assuming notification occurs within ten (10) days of the check issue date) Gold Buying Girl will retain the customer's jewelry for up to sixty (60) days. If sixty (60) days elapses from the date of notification of dissatisfaction and Gold Buying Girl still has not received the customer's returned check, Gold Buying Girl reserves the right to refine the customer's jewelry at this time.
10. The customer acknowledges that cashing or depositing a check from Gold Buying Girl constitutes full and final payment from Gold Buying Girl, as well as satisfaction and release of all claims and liabilities the customer may have against Gold Buying Girl.

Return Insurance Liabilities

IN ALL EVENTS THROUGHOUT THESE TERMS AND CONDITIONS, YOU AGREE THAT THE LEGAL LIMIT OF OUR LIABILITY TO YOU FOR ANY CLAIMS OR ACTIONS FOR LOST, DAMAGED, OR DESTROYED MERCHANDISE SHALL NOT EXCEED THE LESSER OF OUR SETTLEMENT TO YOU OR \$100 PER TRANSACTION. YOU AGREE THAT WE WILL NOT BE LIABLE FOR (a) INCIDENTAL, SPECIAL, INDIRECT,

CONSEQUENTIAL, OR PUNATIVE DAMAGES, OR 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.

Service Carrier

We reserve the right in our discretion to replace USPS with another shipping carrier.

Choice of Law

YOU EXPRESSLY AGREE THAT ANY CLAIMS, LAWSUITS, ACTIONS, OR DISPUTES AGAINST GOLD BUYING GIRL MUST BE EXCLUSIVELY FILED AND TAKE PLACE IN THE STATE OR FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS, USA and you expressly agree that any such Court has personal jurisdiction over you. You waive all defenses of lack of personal jurisdiction and forum non-conveniens.

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. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any such claim or cause of action must be filed in the State of Texas.

Gold Buying Girl shall be entitled to reimbursement for any and all costs incurred by it in defending any civil action filed or attempted to be filed in any jurisdiction outside of the State of Texas, including but not limited to, attorney's fees incurred by Gold Buying Girl.

Time References

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. Merchandise received after 2:00 p.m., or on any Saturday, Sunday, or federal legal holiday will be considered to have been received on the next business day. All business days will begin at 10:00 a.m. and end at 5:00 p.m. in Texas 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 technical difficulties concerning our website or otherwise, or encounter any other delays attributable to acts of God, including but not limited to fires, hurricanes, and other storms.

NOTE: The evaluation of items sent in to Gold Buying Girl often requires the removal of stones, making small scratches in metal to test purity and other semi-destructive actions. These actions do not reduce the settlement from Gold Buying Girl. In the case that the settlement offer is declined, all stones and jewelry parts will be returned. If the shipment did not contain any items that were verified to contain significant gold, silver or platinum then a \$15.00 return fee shall apply and must be paid by client prior to the shipment being returned.

By sending in items to Gold Buying Girl you agree to allow Gold Buying Girl to use semi-destructive actions on the items in order to evaluate them and agree, to accept back as whole and complete items that have been subjected to these actions regardless of condition. You also agree to hold Gold Buying Girl harmless and free of liability for any reduction in value of items due to the evaluation process.