

## **TERMS AND CONDITIONS**

These Terms and Conditions (the "Agreement") are entered into between the Customer (the "Customer", "you", or "your") and Asset Marketing Services, LLC, a/k/a GovMint.com®, ModernCoinMart®, MCM®, Scarce & Unique®, and its affiliates, subsidiaries, parents, officers, directors, agents, and employees (or the "Company") (collectively, the "parties") as of the date written below (the "Effective Date").

**THIS IS A BINDING CONTRACT BETWEEN YOU AND THE COMPANY.** You agree and acknowledge that you have carefully read and fully understand all of the provisions of this Agreement and the effects thereof, and that you knowingly and voluntarily agree to be bound by this Agreement and its terms.

**SCOPE.** This Agreement governs all transactions between you and Company occurring on or after the Effective Date, whether by telephone, internet, email, catalog, mailer, or otherwise.

**POLICIES AND AGREEMENTS INCORPORATED BY REFERENCE.** The following policies and agreements are incorporated here by reference as though fully restated in this Agreement: (a) [Privacy Policy](#); (b) [Terms of Use](#); (c) [Return Policy](#); and (d) [Split Pay Policy](#) (collectively, the "Additional Agreements"). You may also obtain copies of the Additional Agreements by emailing [customerservice@govmint.com](mailto:customerservice@govmint.com), or by calling 1-800-721-0320.

**CLAIMS LIMITATIONS PERIOD; TIME TO BRING A CLAIM.** You and the Company agree that any legal or equitable claim or demand that either party may have arising out of or relating to any interaction between You and the Company, including without limitation (a) the making, execution, performance, interpretation, applicability, validity, or enforceability of this Agreement and (b) the making, execution, performance, or validity of any transaction between You and the Company, is barred if not commenced within one (1) year from either the date of the interaction giving rise to the claim or demand or the first date upon which the claim or demand could have been made, whichever is sooner.

**COMPANY REPRESENTATIONS AND WARRANTIES.** The Company represents and warrants that (a) it is a licensed Bullion Products Dealer with the Minnesota Department of Commerce, License #40385245; (b) it is a retail distributor of world coin issues, numismatics, currency, and collectibles; (c) it is not affiliated with the U.S. government; and (d) the products the Company sells are genuine. All other representations and warranties are expressly disclaimed.

**DISCLAIMER OF ADDITIONAL WARRANTIES. THE COMPANY MAKES NO WARRANTIES, REPRESENTATIONS, OR PROMISES AS TO ITS PRODUCTS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT, AND NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE MADE.**

**LIMITATION OF LIABILITY. IN THE EVENT YOU MAKE ANY CLAIM AGAINST THE COMPANY ARISING FROM, RELATING TO, OR IN CONNECTION WITH ANY PRODUCTS YOU PURCHASE FROM THE COMPANY, IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE PRODUCTS IN DISPUTE, LESS THOSE PRODUCTS' FAIR MARKET VALUE AS OF THE DATE YOU INITIATE YOUR CLAIM.**

**AGREEMENT TO ARBITRATE.** Any controversy or claim arising out of, relating to, or in connection with: (a) this Agreement, including the breach or enforceability thereof; or (b) any transaction between the parties that occurs after the Effective Date shall be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with the AAA's Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Any such arbitration shall take place in Minneapolis, Minnesota or another location that is reasonably convenient for both parties. The arbitration proceedings shall be governed by the laws of the State of Minnesota. The

arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this paragraph. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Any claims submitted to arbitration under this paragraph may only be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator(s) may not consolidate more than one party's claims and may not otherwise preside over any form of a representative or class proceeding.

**NO INVESTMENTS OR INVESTMENT ADVICE.** Company does not sell coins or numismatics as investments, but rather as collectibles. The Company expresses no opinion regarding the soundness of any collectible coin, metal, or other numismatic product as an investment. You agree and acknowledge that: (a) neither Company nor any of its employees or representatives acts as your agent or fiduciary; and (b) Company employees are not licensed investment advisors and are not making any specific recommendations regarding any forms of investment. Company does not and cannot guarantee that you will be able to sell any products you purchase from the Company for a profit in the future.

Any information provided by the Company regarding the coin and collectibles industry, or the products it sells, is for reference use only, and does not constitute the rendering of investment, legal, financial, or professional advice. The retail prices of the products the Company sells are not to be used as a definitive guide to value for a product, nor should any comparable value statement provided in Company communications be construed as an indication that your purchase will perform similarly. The market for collectible coins, metals, and numismatics is highly speculative and involves substantial risk. These risks include, but are not limited to, price volatility, fluctuations in supply and demand, changing grading standards, and fluctuating populations. It is impossible to forecast accurately whether or to what extent these factors (or other factors) will affect market prices.

**CUSTOMER REPRESENTATIONS AND WARRANTIES.** You represent and warrant that: (a) you are at least eighteen (18) years of age; (b) you have the authority, capacity, and financial ability to enter into this Agreement and the transactions contemplated by this Agreement; (c) the information you provide to the Company is complete and accurate; and (d) your interaction with the Company does not violate any applicable law or regulation. All other representations and warranties are expressly disclaimed.

**SEVERABILITY.** In the event any portion of this Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties hereto, or if such construction cannot be made, such provision or portion thereof will be severable from this Agreement, provided that the same will not affect in any respect whatsoever the remainder of this Agreement.

**ASSIGNMENT.** You may not assign your rights and obligations under this Agreement to any third party, and any purported attempt to do so will be null and void. The Company may freely assign its rights and obligations under this Agreement.

**MODIFICATION OF AGREEMENT.** The Company may revise this Agreement, including the Additional Agreements incorporated by reference. The most current version will be available at <https://www.govmint.com/terms-conditions>. If the revision is material, the Company will deliver notice of the revision to the most current e-mail address or, if unknown, mailing address associated with your account. By continuing to purchase products from the Company after such revision and notice, you agree to be bound by the revised Agreement. It is your responsibility to ensure that your contact information on file with the Company remains current at all times. Any other modifications or amendments to this Agreement are effective only by a signed, written agreement between you and the Chief Executive Officer or President of the Company.

ENTIRE AGREEMENT. This Agreement and the Additional Agreements set forth the entire understanding between you and the Company with respect to the subject matter thereof, and supersede any and all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Neither you nor Company shall rely on any oral or written statement that is inconsistent with this Agreement or the Additional Agreements.

Effective Date: January 12, 2021