

## GunBroker.com® User Agreement

### Introduction

To view the prior version of this User Agreement, please see [this link](#).

By using [www.gunbroker.com](http://www.gunbroker.com), any of its subdomains or any other Web site on which a link to this agreement appears (collectively, the “Site”), you agree to the following terms with GunBroker.com, LLC and its affiliated companies (“GunBroker.com” or “we”) regarding use of the Site and the services offered on the Site. Before being permitted to act as a registered user of the Site, you must read and accept all of the terms in, and linked to, this GunBroker.com® User Agreement (this “Agreement”). By accepting this GunBroker.com User Agreement, you agree that this Agreement, as well as the linked documents made a part of this Agreement such as the Privacy Policy and Site Rules, will apply whenever you use the Site and its related services. Some GunBroker.com websites may have additional or other terms that we provide to you when you use those sites.

As used in this Agreement, “you” or “User” means both (i) the individual now registering as a user of the Site or the existing user of the Site now agreeing to this GunBroker.com User Agreement, as the case may be, and (ii) if applicable, the company or other business or governmental entity specified by you upon registration (any such entity, “your Company”). You and your Company, if any, are jointly and severally liable for your obligations under this Agreement.

**Please note: This Agreement and the Site Rules set forth how claims between us are resolved. Under this Agreement, a User will not be able to proceed against us through a class or representative action, but will only be able to pursue claims or seek relief against us on an individual basis.**

### **I. Registration and Posting**

1. Eligibility and Accuracy of Information. By registering for an account or using the Site, you represent that you are at least 18 years of age, and of the age of legal majority in your state or country of residence, if older than 18. If you registered your Company, you represent that you have written or other sufficient corporate authority to form binding contracts under applicable law on behalf of your Company each time that you use the Site. You agree that you will not allow others to use your account, nor will you use your account or the Site on an outsourcing basis or on behalf of third parties. You also agree not to use the Site if you are temporarily or permanently suspended from using the Site.

2. Site Rules. In addition to the terms and conditions of this Agreement, your use of the Site is conditioned upon your compliance with certain rules governing selling and buying on the Site, password maintenance, postings and conduct on the Site, and other matters. These rules, the majority of which are available [here](#) but may also be found elsewhere as applicable on the Site (the “Site Rules”), are hereby incorporated into this Agreement in their entirety.

3. Termination and Suspension. We agree to provide you access to the Site and the services available on the Site only as authorized in this Agreement and the Site Rules. We reserve the right to reject your user registration by notifying you of our decision. Even after acceptance, we may terminate or suspend your account and ability to use the Site in our sole discretion, with or without cause and without prior notice to you. If we believe your actions may cause us or other Users legal liability, harm, or loss, we reserve the right to notify other Users of your actions.

Should you object to any of the terms of this Agreement or any subsequent modifications thereto or become dissatisfied with the Site and related services in any way, your only recourse is to immediately: (i) discontinue use of the Site and services; (ii) terminate your membership; and (iii) notify us of termination. You may terminate this Agreement and your account with us only if you do not have active transactions on the Site and if your account is paid in full. At any such time, you may terminate this Agreement and your account by notifying us in accordance with the “Notices” section below. In addition, your account will be deemed inactive and closed if there is no activity on your account for one year. In the event your account is closed or terminated, it will be marked inactive in our systems, but we cannot delete your user information or transaction history.

4. Changes to Agreement. We reserve the right, in our sole discretion, to amend and supplement this Agreement (including the Site Rules, Privacy Policy and any other document incorporated herein), at any time, by posting the revised Agreement to the Site (as well as other types of notice, as required by applicable law). Please check this Agreement periodically to inform yourself of any changes. If we make material changes to this Agreement, we will post such revised Agreement on our Site and notify you by email or otherwise as permitted by law. Your continued use of the Site after such changes are posted will constitute your agreement to such amended Agreement, other document, or additional terms and conditions. This Agreement may not be amended by you other than in a writing signed by both parties, and for purposes of this sentence, “writing” does not include email, and “signature” does not include an electronic signature.

5. Postings by Users. We provide sellers with tools and instructions for posting items for sale on the Site (each such item, a “Listing”). In addition, buyers, sellers or registered users may communicate with other users on the Site or post text, graphics, pictures and other content on the Site (any such material, “Postings”). We have the right, but not the obligation, to monitor, edit, refuse to post, or remove any Posting or Listing from the Site, in our discretion. Notwithstanding this right, we are not responsible for the content of Listings or Postings posted by Users. Monitoring of Postings and Listings by us is not

intended to verify the accuracy of the information contained therein and should not be relied upon by you for any purpose.

6. Accuracy. You represent and warrant that all information given to us (including your name, address and other information associated with your account ("User Information")), and all information communicated to other users of the Site, whether in a Listing or a Posting, is true, accurate, up-to-date and not misleading.

7. Privacy. We do not use your personal information to send you marketing emails without your explicit consent. We also do not sell or rent your personal information to non-affiliated third parties for their marketing purposes without your explicit consent. We use your information only as described in the GunBroker [Privacy Policy](#). We store and process your information on computers located in the United States that are protected by technological as well as physical security devices. You can access and modify the information you provide us and choose not to receive certain communications by modifying your preferences. For a complete description of how your personal information may be used on the Site and your choices in this regard, please see the GunBroker Privacy Policy. We retain information provided by users at the time of registration, and all information regarding transactions on the Site. Your acceptance of this Agreement constitutes your acceptance of the Privacy Policy, which is incorporated herein by reference. If you object to your personal information being used as described in the Privacy Policy please do not register or use our services.

8. Third Party Websites. The Site may contain links to third party websites as well as third party advertisements. GunBroker.com is not responsible for and has no liability for the privacy or other practices of any such third party. We recommend that you review the privacy policies of each website you visit.

## **II. Transactions on the Site**

1. Fees. You agree to pay the applicable fees for using the Site, and you understand that ALL FEES PAID TO US ARE NON-REFUNDABLE. A list of the applicable fees appears on our [Fees](#) page, which is incorporated in its entirety in this Agreement. You hereby agree that:

- Any returned check is subject to a \$25.00 returned check fee.
- Any returned ACH is subject to a returned \$25.00 ACH fee.
- All listings and transactions are subject to a \$0.50 minimum charge.
- Payment terms are net 20, and a late fee of 1.5% per month or the highest rate permitted by applicable law, whichever is less, will be assessed on all past due balances.
- Inactive accounts with credit balances will be charged \$1.00 per month until such time as the account has a zero balance. You may avoid these fees by logging in once each six months.
- We reserve the right to require ACH, a deposit, or other form of payment guarantee for accounts that are habitually past due, are past due more than 90 days, or for any other reason we deem necessary.

2. Credit Cards and ACH Direct Payments. By placing a credit card or ACH direct payment account on file with us you authorize us to charge your card for any fees you accrue as a result of using the Site. Fees may include the reimbursement to GunBroker.com under the Buyer's Protection Policy. You authorize us to consolidate balances from any duplicate accounts you may have created on our Site and bill them to your credit card or ACH direct payment account. You may revoke your authorization by sending us a written request to GunBroker.com, LLC, P.O. Box 2511, Kennesaw, Georgia, 30156. We may continue to bill your credit card or direct payment account for any fees for any services rendered or actions by you or by us taken prior to the receipt of your written revocation. Our billings may appear under the name "GunBroker.com, LLC" or "GunBroker.com."

**BY USING A CREDIT CARD YOU HEREBY UNCONDITIONALLY WAIVE ANY AND ALL CHARGEBACK RIGHTS YOU MAY HAVE.** If you have any question about a charge on your credit card, contact us as described in the Notices section below. If you deliberately or inadvertently issue a chargeback to your credit card, your account will be terminated and you agree to pay a \$50 processing and collection fee.

3. Past Due Accounts. If a seller's account is past due, we reserve the right to void, suspend and/or terminate his or her listings, and may terminate his or her account. If your account is more than 30 days past due, we reserve the right to report this transaction history to credit agencies, as well as to void promotional offers, including free or discounted listings. Accounts that are, or have been, past due will have their credit limit reduced to zero and past due balances will be subject to a late fee of 1.5% per month or the highest amount permitted by applicable law, whichever is lower. If you fail to pay the past due amounts, we may turn your account over to a collection agency and we reserve the right to pursue civil and criminal legal actions to the fullest extent allowed under the law. If your account is past due, you also must pay any and all collection costs (including collection agency fees, court costs and legal fees) we might incur in connection with your past due account.

4. Only a Venue. You agree and acknowledge that we are not a traditional auctioneer. The Site is only an advertising venue for the sale of firearms, accessories and related items ("Items") by means of an electronic bidding format. We are not involved in the actual transaction between buyers and sellers, and we make no representation, and give you no assurance, that:

The persons using the Site (i) are not misrepresenting their identity, location or authority to enter into contracts, and (ii) are of legal age and capacity to enter into contracts.

A seller placing an Item on the Site is able to or will complete the sale of the Item or deliver the Item to the buyer, or that a buyer bidding on an Item is able to or will complete the purchase of an Item from a seller.

A seller has truthfully and accurately described an Item placed on the Site.

An Item listed for sale on the Site exists, or is (i) safe, (ii) of any particular quality, (iii) non-infringing with regard to the intellectual property rights of any person or entity, or (iv) free from

liens, encumbrances or contractual claims attributable to seller, or that an Item may be legally sold by the seller.

The sale and transfer of an Item complies with any or all applicable legal requirements for the sale, transfer and transport of that Item, including but not limited to statutes, regulations or requirements of any country, state, locality, province, municipality or other government authority or regulatory entity regarding sales or auctions, the sale and/or transfer of any Item (including firearms, ammunition, black powder or any other item), export or import control, taxation, duties or tariffs, presence or licensing of brokers (the foregoing, "Legal Requirements").

## 5. Buyers and Sellers.

a. Buyer Undertakings. Placing a bid constitutes entering into a binding legal contract with the seller to purchase the Item on the terms stated in this Agreement, the Site Rules and in the Listing, if your bid is the winning bid. You agree that if your bid is the winning bid, you will complete the purchase of the Item on such terms. All payments for Items purchased on the Site shall be remitted to the seller (we do not accept payment in any form for the Items bid on by buyers). You agree that you will not bid on any Item unless the transfer and transport of that Item to you can be done in accordance with all Legal Requirements. You represent and warrant that you are bidding on all Items only for your own account and not for the benefit of any third party.

### b. Seller Undertakings

(i) Listing an Item constitutes entering into a binding legal contract with the buyer to sell the Item on the terms stated in this Agreement, the Site Rules and in the Listing, if the buyer's bid is the winning bid. You agree to complete the sale of all listed Items on such terms.

(ii) You represent to us that (A) you have the legal right to sell the Items you list, and (B) the sale of your Items on the Site will not (1) be fraudulent or involve the sale of counterfeit or stolen items, (2) shall not infringe any parties' copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or (3) violate any Legal Requirement (including without limitation those Legal Requirements governing export or import control, consumer protection, unfair competition, anti-discrimination or false advertising).

c. Legality of Purchase and Shipment. If you sell or purchase firearms on the Site, you agree to comply with all applicable Legal Requirements governing the specific requirements for transfer and shipping of firearms, including without limitation those found in the Site Rules (which shall apply regardless of any contrary information contained in a seller's Listing). You covenant and agree that: (i) you will comply with all applicable Legal Requirements (as defined above) in listing, selling, purchasing, transferring and shipping Items; (ii) you shall be solely responsible for compliance with all applicable export or import controls with respect to these transactions with respect to Items purchased or sold by you, (iii) you shall comply with all Legal Requirements regarding the reporting, collection, withholding and payment of all taxes and duties applicable to the sale, export and transport of each Item; (iv) you shall not engage in bid rigging or sale price manipulation of any kind on any Item; and (v) you shall comply with the following required terms of sale on the Site:

In the U.S., Firearms (as defined below) must be shipped only to a Federal Firearms License (FFL) holder. Buyer must transmit a copy of his/her (or his/her transfer dealer's) license to the seller before the Item can be shipped. Buyer must make arrangements with a [Transfer Dealer](#) before placing a bid. For purposes of this Agreement, "Firearms" and

“Ammunition” shall have the meanings given in the Gun Control Act of 1968, 18 U.S.C. §§ 101 *et seq.*

Items may not be sold or shipped contrary to state and local Legal Requirements, which may vary considerably. For example, Items such as Ammunition or knives may require government-issued proof of age before they can be shipped to certain states, and in some states, certain types of knives or Ammunition may not be sold or shipped at all.

d. U.S. Requirements. If you or the Items you are bidding upon are located within the U.S. or owned by persons located within the U.S., you additionally warrant that you are familiar with the U.S. statutes and regulations governing export controls, sanctions and embargoes, and you additionally agree that: (i) you are not a national of or located in any country embargoed by the United States, and (ii) you are not on the [Excluded Parties List System](#), the [Specially Designated Nationals List](#), or the [Denied Persons List](#), and You are not listed on any other lists maintained by the U.S. federal government which prohibits or restricts participating in commercial or other transactions, and You are not using or accessing the Site on behalf of a party who is on any such lists.

6. Taxation. You agree that GunBroker.com bears no responsibility for the reporting, payment, collection and remittance of any sales/use tax, VAT tax, transaction tax, transfer tax or any other fee or tax that may be assessed on any sale or transaction conducted through the Site by any jurisdiction having taxing authority over the sale or transaction. You agree that you are responsible for, and will indemnify us against, any liability for any sales/use, VAT or similar transaction tax that is or may be assessed by any jurisdiction with respect to the fees charged to sellers by us. You agree to defend, indemnify and hold us harmless from and against any and all liabilities, damages and costs that may result from inadequate reporting, payment, collection or remittance by you of any taxes relating to transactions conducted on the Site, except taxes imposed on or measured by our income or net worth.

7. Release. You acknowledge and agree that we do not take title to or possession of any Item being sold on the Site, and we are not a principal in the transactions on the Site, nor are we your agent or an agent of any seller or other buyer. Because we are not and cannot be involved in dealings between users of the Site, in the event that you have a dispute with another user (whether a buyer or seller), you hereby release us, our directors, officers, employees and agents from and against any and all claims, demands and damages (actual, special, incidental and consequential, and including attorneys' fees) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

8. We Are Not the Seller; Transfer of Title. We do not transfer legal ownership of Items from the seller to the buyer, and nothing in this agreement shall modify the governing provisions of Georgia Uniform Commercial Code § 11-2-401(2) and Uniform Commercial Code § 2-401(2), under which legal ownership of an item is transferred upon physical delivery of the Item to the buyer by the seller. Unless the buyer and the seller agree otherwise, the buyer will become the Item's lawful owner upon physical receipt of the item from the seller, in accordance with governing law cited above.

9. Assignment of Claim. In the event that you receive compensation under our Buyer's Protection Program, you hereby irrevocably assign and transfer to GunBroker.com any and all claims and rights of action (whether at law or in equity, under this Agreement or otherwise) against the seller of the Item for which you received compensation under the Buyer's Protection Program, in connection with the purchase of the Item for which you received compensation.

### **III. Intellectual Property**

1. Use of Content. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of the Site (collectively, the "Content") are intended solely for personal, non-commercial use in connection with the services provided on the Site. No right, title or interest in any materials or software is transferred to you as a result of this Agreement or of any use by you. You may not download, reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Content, the Site or any related software, nor may you employ any bots or other means to "screen scrape" (or otherwise extract/ obtain the benefit of) data regarding transactions other than your own from the Site. All software used on the Site is the property of GunBroker.com or its licensors and suppliers and protected by U.S. and international copyright laws. The Content and software on the Site may be used only as a resource for the marketing, sale and purchase of firearms and other items on the Site. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Content on the Site is strictly prohibited.

2. Copyrights and Trademarks. Unless otherwise noted, all Content constitutes copyright, trademark, service mark, trade dress and/or other intellectual property owned, controlled or licensed by us or by third parties who have licensed their materials to us and are protected by U.S. and international intellectual property laws. The compilation (meaning the collection, arrangement, and assembly) of all Content on the Site is the exclusive property of GunBroker.com, or its affiliates (including S&T Tech, LLC), and is also protected by U.S. and international copyright laws.

"GUNBROKER.COM®", the GUNBROKER.COM bullet logo, "THE BIDDING STARTS NOW®", and other GunBroker.com names and logos and all related product and service names, design marks and slogans used on the Site are the trademarks or service marks of GunBroker.com or its affiliates (including S&T Tech, LLC). All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on the Site. Access to the Site does not authorize anyone to use any name, logo or mark in any manner.

You may not use meta tags or other hidden text utilizing GunBroker.com's name or trademarks without the express prior written consent of GunBroker.com.

3. Abuse of Site. You are prohibited from violating or attempting to violate the security of the Site, or otherwise abusing the Site, including, without limitation, (i) accessing data not intended for you or logging

onto a server or an account which you are not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (iv) sending unsolicited email, including promotions and/or advertising of products or services via the Site, or using any information about other users obtained from the Site in order to do so; (v) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting; (vi) using any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site or bypass any measures used to restrict access to the Site; (vii) using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available from GunBroker.com on the Site and other than generally available third party web browsers; or (viii) collecting information about other users without their consent. Violations of system or network security may result in civil or criminal liability.

4. Submissions. All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to us on or by this Website or otherwise disclosed, submitted or offered in connection with your use of the Site (collectively, the "Comments") shall be and remain GunBroker.com property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide right, title and interest in and to all copyrights and other intellectual property in the Comments. As a result, we will own exclusively all such right, title and interest and will not be limited in any way in our use, commercial or otherwise, of any Comments.

#### **IV. Our Limits of Liability**

1. DISCLAIMER OF WARRANTIES. YOU AGREE THAT USE OF THE SITE AND THE SERVICES ON THE SITE ARE ENTIRELY AT YOUR OWN RISK. THE SITE AND SERVICES, INCLUDING ALL CONTENT, ITEMS, LISTINGS, FUNCTIONS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON- INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ITS FUNCTIONS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.

WE MAKE NO ENDORSEMENT OR WARRANTY REGARDING ANY ITEMS POSTED ON THE SITE OR ANY TRANSACTION ENTERED INTO THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY USER OF THE SITE.

2. LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NONE OF GUNBROKER.COM, ITS AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY, "GB PARTIES") SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY

RELATED TO THE USE OF, OR THE INABILITY TO USE THE SITE OR SERVICES, OR RELATED TO THE INFORMATION, CONTENT AND FUNCTIONS THEREOF, WHETHER GENERATED BY THE SITE, BY ANOTHER USER OR BY UNAUTHORIZED ACCESS TO THE SITE, DELAYS OR DISRUPTIONS IN OUR SITE, ACTIONS TAKEN BY THIRD PARTIES THROUGH OUR SITE, ACTIONS TAKEN RELATED TO YOUR ACCOUNT, OR VIRUSES OR MALWARE OBTAINED BY USING OUR SITE OR LINKS ON OUR SITE (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS OR LOST SALES, LOSS OF GOODWILL OR REPUTATION, BUSINESS INTERRUPTION OR LOSS OF INFORMATION) EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE GB PARTIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE SITE SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU HAVE PAID TO US IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM OR (B) US\$100.00. THIS LIMITATION SHALL NOT APPLY IN THE CASE OF WILLFUL OR INTENTIONAL MISCONDUCT.

You hereby release all GB Parties from claims and all liabilities of every kind, known and unknown, arising from disputes between you and other Users. **By entering into this Agreement, you hereby waive any statutory or other type of protections that would otherwise limit this release to covering only known or suspected claims at the time of this release.** If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. Indemnification: You shall indemnify, defend and hold the GB Parties harmless from and against any and all claims, losses, damages, liabilities, judgments and fees and expenses related thereto (including, without limitation, reasonable attorneys' fees), incurred by a GB Party in connection with any claims arising out of, based upon or resulting from any of the following, whether by you or by a third party using your log-in: (i) any breach or violation of this Agreement, (ii) any use of the Site, (iii) a dispute with another User (except for monies received by you under our [Buyer's Protection Program](#)), (iv) any violation of any applicable law or regulation governing your activities on or off of the Site, or (v) the infringement of any intellectual property or other right of any person or entity. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle or otherwise dispose of any matter without our prior written consent.

## **V. Governing Law, Dispute Resolution in Georgia and Other Terms**

1. International Users; Choice of Law. The Site is controlled, operated and administered by GunBroker.com, which is based within the United States. We make no representation that functions or information found at the Site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Site or export the information found on or at this Site in violation of U.S. or other export laws and regulations. If you access this Site from a location outside of the U.S., you are responsible for compliance with all laws applicable to you. Except as may be preempted by federal law, this Agreement, all matters arising from or relating to the your use of the Site, and any and all claims arising out of your relationship with the GB Parties shall be governed by and in accordance with the laws of the State of Georgia, excluding (i) its conflicts of laws provisions, (ii) the United Nations Convention on

Contracts for the International Sale of Goods, and (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended.

2. Dispute Resolution; Attorneys' Fees.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SITE SHALL BE INSTITUTED EXCLUSIVELY IN A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF FULTON, STATE OF GEORGIA, UNITED STATES OF AMERICA, AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR IN THE FUTURE TO THE LAYING OF THE VENUE, OR TO THE JURISDICTION OF ANY SUCH COURT OVER YOU OR YOUR ACTIVITIES ON THE SITE. Notwithstanding the foregoing, GunBroker.com reserves the right to institute proceedings in any jurisdiction in order to (i) obtain interim or provisional relief pending resolution of a dispute; or (ii) collect from you any monies due under this Agreement or under an award of the court described above. You may not bring any action arising out of this User Agreement or your use of the Website or the Services, regardless of form or the basis of the claim, more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). In the event that you bring an action in an improper forum or outside of the time limit in violation of this Section, GunBroker.com shall be entitled to recover from you its reasonable attorney's fees in responding to such action.

3. Exclusion of Class Actions.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND GUNBROKER.COM AGREE THAT (A) EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS, (B) WE BOTH HEREBY WAIVE ANY RIGHT TO BRING CLAIMS AS PART OF ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (C) UNLESS BOTH YOU AND GUNBROKER.COM AGREE TO THE CONTRARY, MORE THAN ONE PARTY'S CLAIMS MAY NOT BE CONSOLIDATED OR JOINED BY THE APPLICABLE COURT, AND (D) ANY RELIEF AWARDED TO YOU CANNOT AFFECT OTHER USERS, AND VICE VERSA.

4. Notices. Except as explicitly stated otherwise, any notices you send to us shall be given by means of our electronic support system located at <http://support.gunbroker.com> or by mail to GunBroker.com, LLC, P.O. Box 2511, Kennesaw, Georgia 30156, or, in the case notices we send to you, to the email address or street address listed in your User Information in your account. Notice shall be deemed given 24 hours after an electronic message is sent, unless the sending party is notified that the message did not reach the recipient or, in the case of mailing, three (3) days after the date of mailing.

5. Electronic Execution. Your electronic acceptance of this Agreement on the web site on which it is displayed shall constitute your acceptance of all terms and conditions of this Agreement and such acceptance shall have the same legal force and effect as if you had physically signed such Agreement.

You agree to the admissibility of computer records and electronic evidence in any dispute under this Agreement.

6. Independent Contractors. You and GunBroker.com are independent contractors. No agency relationship, partnership, joint venture, employer-employee relationship or franchisor-franchisee relationship is intended or created by this Agreement.

7. General Provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to put into effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. The failure by either party to exercise or enforce any rights or provisions of this Agreement (including the Site Rules or other document incorporated by reference herein) shall not constitute a waiver of such right or provision. This Agreement, including any other applicable terms and conditions or rules that govern your use of individual Services, which are either incorporated herein by specific reference or posted on the Site from time to time, comprises the entire agreement between you and GunBroker.com and supersedes all prior representations, agreements or statements between us, written or oral, regarding the subject matter contained herein (including any prior user agreement for the Site). All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers and limitations on liability shall survive any termination of this Agreement. The titles and headings contained in this Agreement are used for convenience only and are not intended to affect the meaning or interpretation of this Agreement. This Agreement is binding upon and inures to the benefit of the respective successors and assigns of the parties, but you may not assign this Agreement to any person or entity without our prior written consent, and any such assignments made without consent shall be null and void. This Agreement is solely for the benefit of GunBroker.com, its affiliates, and you, and shall not be construed for the benefit of any third party.