

Updated Effective as of August 4, 2023

Superseded on 4.6.2026

SUMMARY: This is a legal contract containing important agreements between all Users and GunBroker.com. Please read the entire document carefully. The agreements you make include but are not limited to your agreement to the following:

- LIMITATIONS ON OUR LIABILITY.
- RESOLVE ALL CLAIMS BY BINDING ARBITRATION IN GEORGIA.
- WAIVER OF ANY RIGHT TO PURSUE CLASS ACTIONS AGAINST US.
- NOT TO PURSUE CLAIMS AGAINST US FOR DISPUTES YOU HAVE WITH THIRD PARTIES WITH WHOM YOU ENTER INTO DIRECT AGREEMENTS AS YOU USE THIS SITE
- AGREEMENT TO REIMBURSE US FOR DAMAGES THAT YOU CAUSE TO US AND OTHERS DUE TO YOUR VIOLATIONS OF THIS USER AGREEMENT.

PLEASE READ THIS USER AGREEMENT CAREFULLY AND DO NOT ENTER THIS SITE OR USE THIS SITE UNLESS YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU ENTER OR USE THIS SITE, THE TERMS HEREIN BECOME BINDING ON YOU WHETHER OR NOT YOU HAVE READ THEM.

SECTIONS OF THIS AGREEMENT (TABLE OF CONTENTS)

This Table of Contents is provided for your convenience. By using this Site in any manner, you represent to GunBroker.com that you agree to all of the provisions of this Agreement.

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1. Users' Agreements Prior to Using Site

BEFORE USING THIS SITE, YOU MUST AGREE that by using www.GunBroker.com (or other sites under this agreement, including those listed [here](#) all collectively referred to as the "Site," you agree to the following terms regarding your use of the Site and the Services offered on the Site. Before using the site, you must read and accept all of the terms contained in, linked to, and incorporated into this GunBroker.com User Agreement (hereafter "Agreement" or "Contract"). You signify you accept the terms herein by using this Site in any manner, by doing business on this Site, or by affixing your electronic signature or mark of consent to this Agreement. If you do any of the foregoing, you represent to GunBroker.com that you have read this entire Agreement, as well as the linked pages of the Site incorporated herein and made a part hereof, and agree that the terms of this Agreement will apply whenever you use the Site and its related services in any way.

For information on how GunBroker.com collects, uses and shares any personal information, please see our Privacy Policy. If you reside outside of the European Economic Area, your acceptance of this User Agreement constitutes your consent to the processing activities described in our Privacy Policy under the laws of your jurisdiction.

2. Defined Terms.

Terms when used in this Agreement have the meanings set forth below:

"Affiliate" means, with respect to an entity, another entity or individual that now or later owns, is owned by or is under common ownership or control with, directly or indirectly, the first entity. For the purposes of the foregoing, "own", "owned", or "ownership" means ownership, either directly or indirectly, of fifty percent (50%) or more of the shares or other equity interests entitled to vote for the election or directors or an equivalent body, or the ability to direct the same by contract or agency or similar arrangement.

"Agreement" is used in this Agreement as (1) a noun referring to this User Agreement, or (2) a verb indicating your consent to be bound by this Agreement. See "Consent," below.

"Aggregated Data" means aggregated data derived from User Information and transaction information from the Site, which data cannot be used to identify any User of the Site.

"Ammunition" has the meaning given in the Gun Control Act of 1968, 18 U.S.C. §§ 101 et seq.

"Applicable Law" means all laws, statutes, regulations or requirements of any country, state, locality, province, municipality or other government authority or regulatory agency applicable to us or you in your use of the Site or the Services, including without limitation those relating to: (i) the sale, Transfer, shipment and/or transport of any Item (including Firearms, Ammunition, black powder or any other Item); (ii) export or import control (including US Sanctions Laws) regarding Items and payments by you; (iii) the collection, use or storage of personally identifiable information; (iv) consumer protection laws, including but not limited to the FTC Act, the Consumer Financial Protection Bureau statute (also known as "Dodd Frank"), the Federal Communications Commission statutes and regulations, among others; (v) ownership of any Item or Intellectual Property; (vi) taxation of any person or entity; and/or (vii) duties or tariffs, presence or licensing of

brokers; (viii) commercial and contract law; (ix) telemarketing law; (x) privacy law in effect at the time of the relevant conduct; (xi) advertising and marketing law.”

“Automated calls or text messaging” means calls, text messages, or other electronic messaging from us, including recorded voice messages, autodialed calls, text messages, or calls and messages placed by other automated technologies currently in existence or hereafter developed.

“Buyer” means a Registered User who places a bid, makes an offer, or completes a purchase related to a Listing on the Site.

“Buyer’s Protection Program” means this [Buyer’s Protection Program](#) offered by GunBroker.com to Buyers.

“Company” means the Registered User’s company or other business or governmental entity specified by you upon registration as a User of the Site.

“Comments” means, with respect to submissions by any User, all reviews, comments, feedback, postcards, letters, suggestions, ideas or other submissions, disclosed, submitted or offered to GunBroker.com on the site or otherwise, in connection with a User’s use of the site. (See section 12(e).)

“Consent to this Agreement” means your consent to each and every one of the provisions of this agreement, as evidenced by your doing any or all of the following: (i) checking the box where you agreed to this User Agreement and acknowledged reading our Privacy Policy; or (ii) using the Site or Linked Sites; or (iii) otherwise indicating your agreement to this User Agreement.

“Content” means materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials (in whatever form or medium).

“FFL”: Federal Firearms Licensee, the only persons who may legally engage in manufacturing, importing or dealing in firearms. GunBroker.com is not an FFL.

“GunBroker Content” means all Content other than your own Postings, Listings, Comments, and the Content of your advertisements when using the Self-Service Ad Platform.

“GunBroker Parties” means GunBroker.com, its Affiliates, and their respective officers, directors, employees, agents and third party licensors.

“GunBroker.com Privacy Policy” means this [GunBroker.com Privacy Policy](#), which is hereby incorporated into this Agreement.

“Fees” means the fees for Services offered on the Site and described on this [Fees](#) page, which is hereby incorporated into this Agreement, as well as any additional fees set forth in Section 4(a), 4(b) and 4(c) of this Agreement. Fees may include reimbursement of certain inspection and other expenses to GunBroker.com under the Buyer’s Protection Program.

“FFL” means a federal firearms license holder.

“Firearm(s)” has the meanings given in the Gun Control Act of 1968, 18 U.S.C. §§ 101 et seq.

“Intellectual Property” means any and all rights of a party in and to such party’s patents, copyrights, trademarks, trade secrets, trade dress, mask works, publicity rights and other such rights, existing, from time to time, in any applicable jurisdiction under patent law, copyright law, moral rights law, trade secret law, semiconductor chip protection law, trademark law, service mark law, unfair competition law, or other similar Applicable Law.

“Item” means Firearms, Ammunition, and other items appearing in a Listing on the Site.

“Linked Sites” means sites reached by hyperlink.

“Listing” means a Seller’s description of an Item for sale on the Site, including all Content found therein.

“Losses” means liability, losses, damages, judgments, costs and/or expenses (including reasonable attorneys’ fees as well as court fees) incurred by a party.

“Optional Services” means optional listing enhancements offered by the Site at additional cost to Seller.

“Personal Information” means information that can be used to identify an individual, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including name, address, social security number, account numbers, and certain metadata broadcast by electronic equipment.

“Post/Posting” means text, graphics, pictures and other Content that you post on the Site, including for Sellers, any of Seller’s Listings.

“Registered Users” means a user who has registered to use this site.

“Self-Service Ad Platform” means the self-service advertising platform provided on the Site, allowing Users to contract for placement of advertisements on the Site.

“Seller” means a User that Posts a Listing in order to sell Items on the Site.

“Services” means the services made available through the Site to Buyers, Sellers and Users.

“Site” means www.GunBroker.com, any of its subdomains, or any other Web site on which a link to this Agreement appears.

“Support System” means the user support system that may be accessed on the Site, located at <https://support.GunBroker.com/>.

“Transfer” means the legal transfer of a Firearm to a Buyer performed by an FFL, after the process of compliance with federal and state laws for the sale of a Firearm, including background check.

“Undertaking” means a formal pledge or promise made by one party (i.e., You) to a contract (this Agreement), knowing that the other party (GunBroker.com and its affiliates) will rely on that promise to their detriment in performing their duties under the contract.

“Unregistered Users” means Guests, users of the Help and chatbot facilities including Casual Users and other visitors or browsers etc.

“User” means any person or company using the site either as an Unregistered User, Registered User, or in any other way, including by interacting with Help, messaging GunBroker.com, selling products or services, purchasing products or services, selecting links on the site, or engaging in such other uses as are available now or in the future. “Users” is a general category encompassing anyone engaging with the Site, which includes: Casual Users, Unregistered Users, Registered Users, and all other visitors to or browsers of the site.

“User Information” means all information you provide to us about you or your Company (including name, address, email address, mobile phone number and other information associated with your account) for the purposes of identification, verification, registration, or as volunteered by you for your own reasons.

“US Sanctions Law” may apply to persons who are (i) buying or selling items internationally, (ii) nationals of or located in any country under sanctions by the US, (iii) are violating U.S. export controls or selling any item subject to sanctions or embargo, (iv) listed on the Excluded Parties List System, Specially Designated Nationals List, or Denied Persons List, or named in any other prohibitive or restrictive list, (v) using or accessing the site on behalf of a party who is on those lists, or (vi) otherwise subject to sanctions under U.S. sanctions laws, including but not limited to Code of Federal Regulations, Title 22, Subchapter M, part 120 et. seq, laws and regulations of the U.S. Treasury Department including the Office of Foreign Assets Control; and laws and regulations of the U.S. State Department. Users who have any questions about “Sanctions Law” are strongly advised to seek legal counsel before entering any transactions.

“You” means both (i) the individual registering as a user of the Site or the existing user of the Site now agreeing to this Agreement, as the case may be, and (ii) if applicable, your Company. You and your Company, if any, are jointly and severally liable for your obligations under this Agreement.

3. Registration and Your Account

a. Users. A User may take advantage of the information offered on this site without becoming a Registered User. There are benefits to registration, including advantages in buying and selling on the site, as well as receiving informational and marketing emails from Partners, with your consent. **However, every User agrees by their use of the Site to the terms and conditions set out herein.**

b. Registered Users: Eligibility and Accuracy of Information. By registering for an account or using the Site, you affirm that you are at least 18 years of age or over the age of legal majority in your state or country of residence, whichever is greater. You must provide true and accurate User Information about yourself in the registration form. It is your responsibility to keep this information up to date. If you register on behalf of a Company, you represent to GunBroker.com that you have sufficient legal 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 seek to use the Site if you are temporarily or permanently suspended from using the Site. You agree that you are responsible for maintaining the confidentiality of your User ID and password and that you will not

share that information with others, You must notify us immediately if you become aware of any unauthorized use of your User ID and password or any other breach of security relating to your User ID and password and the Site.

c. 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, the Privacy Policy and other Linked Sites. If you seek to become a Registered User, 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 as a User 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, and should you decide for any reason that you cannot or will not continue to honor your covenants as a User, Registered User or Advertiser (as defined in the Self-Service Ad Platform Terms & Conditions) , you must immediately: (i) discontinue use of the Site and Services; (ii) terminate your account; and (iii) notify us of termination. At any such time, you may terminate this Agreement and your account by notifying us in accordance with the “Notices” section below. You may terminate your use of or Registration with this Site at any time, but terminating use and terminating Registration does not terminate your obligations under this Agreement with respect to the provisions of Paragraphs 3 [Registration and Your Account], 4 [Fees], 5 [GunBroker.com’s Role in Listing and Sale of Items], 8 [Buyer’s Protection Program], 10 [Payments and Third Party Activities], 11 [Content, Intellectual Property and Restrictions on Use of Site], 12 [Limits of Liability], 13 [Governing Law and Dispute Resolution], or 14 [General Provisions]. Nor does your termination or cancellation of registration affect any active transactions that you may have pending, or any pending financial obligations, or other uncompleted business. 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, unless required by Applicable Law.

d. Changes to Agreement. We reserve the right, in our sole discretion, to amend and supplement this Agreement (including the Privacy Policy and any other document incorporated herein). If we make material changes to this Agreement, we will notify you by providing notice in our communications or on this site, and by posting the revised terms on our Site, or as otherwise permitted by law. Your continued use of the Site and/or Services after such changes are posted will constitute your agreement to such amended Agreement.

e. Consent to Use Your Phone Number. By providing your phone number to this or any of the Linked Sites, or by expressly giving your agreement and/or consent, you agree to the following terms:

- - *Consent to Certain Calls/Texts*. By voluntarily providing your telephone number(s) to this or the Linked sites, or by indicating your consent in any other manner, you signify your express prior written agreement to receiving calls, text messages, or other electronic messaging from us, including recorded voice messages, autodialed calls, text messages, or calls and messages placed by other automated technologies currently in existence or hereafter developed (hereafter “automated

calls or text messaging”), including messaging related to your account, registration, changes and updates to the Site, service outages, any transaction with us, your relationship with us or another User, and marketing and promotional messaging. By providing your phone number voluntarily, you agree to receive the aforementioned automated calls or text messaging even if your telephone number is registered on any state, federal, or company-specific Do Not Call list. You agree that we may obtain, and you expressly agree to be contacted at, any email addresses, mailing addresses, or phone numbers provided by you. You agree to receiving the aforementioned automated calls and text messages from us even if you cancel your account or terminate your relationship with us, unless and until you opt out (as provided below). You understand that you do not have to agree to receive automated promotional calls/texts as a condition of purchasing any goods or services.

- **To opt out of receiving automated calls or text messaging, or otherwise manage your choices, please see [Your choices section in the GunBroker.com Privacy Policy](#).**
- *Carrier Charges Are Your Responsibility.* GunBroker.com and its Affiliates charge no fee to transmit messages to you. However, you may incur a charge for these calls or text messages from your mobile carrier, which is your sole responsibility. You agree to check your telephone plan or contact your carrier for details.

4. Fees for Use of the Site

a. Fees. By conducting business or using Services on this Site or the Linked Sites, you agree to pay the applicable Fees for using the Site and Services, if any, including processing and administrative fees. Fees for buying on the Site may include, but are not limited to a compliance fee. Fees for selling on the site include may include, but are not limited to final value fees, as well as payment processing and related fees. You understand that except as otherwise stated in this Agreement, to the fullest extent permitted under Applicable Law, ALL FEES PAID TO US ARE NON-REFUNDABLE. Applicable fees are further disclosed on the [Fees page](#).

b. Payment Methods. Sellers on the Site are required to have a valid payment method associated with their accounts in order to conduct sale transactions on the Site. You authorize us to collect any Fees you accrue as a result of using the Site. You authorize us to consolidate balances from any duplicate accounts you may have created on the Site and collect from you. You may revoke your authorization by sending us a written request to GunBroker.com, P.O. Box 2511, Kennesaw, Georgia, 30156. We will continue to bill you for any fees accrued by you prior to the receipt of your written revocation.

c. Past Due Accounts. If you are a Seller and your account carries a balance a past due balance, we reserve the right to void, suspend and/or terminate your Listings, and may terminate your User account. If your Seller account balance owed to us is more than 30 days past due, we reserve the right to cease providing any services to you; to void any promotional offers, including free or discounted Listings previously available to you; and to report your transaction history to credit agencies. Accounts that are, or have been, past due will have their Site credit limit reduced to zero. Except in the case of legitimate disputes, as determined in the sole discretion of

GunBroker.com, you agree by conducting business on this Site or the Linked Sites, to pay a late fee of 1.5% per month or the highest amount permitted by Applicable Law, whichever is lower, for any balances due GunBroker.com. 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 legal action to the fullest extent allowed under Applicable Law. Should your account be assigned to a debt collector or attorney for collection after default, you agree to pay, in addition to the amounts owing under this Agreement, all reasonable attorneys' fees, plus all other costs and expenses of collection and enforcement, including any fees incurred by us in connection with such proceedings or collection. Termination of your account in any manner does not affect your owing any amounts to the Site, the Linked Sites, or to any person with whom you have pending transactions through the Sites.

5. GunBroker.com's Role in Listing and Sale of Items

Other than in the case of the sale of our own branded or other promotional items or those of our Affiliates on the Site, the following terms apply to Items for sale on the Site:

a. Only a Venue. The Site is a listing and information service that brings together Buyers and Sellers. GunBroker.com is not a party to any transaction between Buyers and Sellers that originates on or through the Site. You understand and agree that Information about a particular Item is supplied by the Seller, not by GunBroker.com, and that GunBroker.com shall have no liability for any aspect of representations about listed items. You agree and by using this Site you signify your understanding and agreement that the warranties on products and other terms applicable to the sale of any Item are determined solely by the Listing. By using or transacting business on this or the Linked Sites you further indicate your understanding and agreement that the sale price and identity of the auction winner are generated by the automated function of the Site in carrying out the Listing terms input by the Seller and the bidding or buying instructions input by Buyer. You further agree and understand that GunBroker.com is not a traditional auctioneer and does not act as agent of any Buyer, Seller or other User of the Site; and you further understand and agree that GunBroker.com does not ever take possession of any goods sold on this site, nor receive any funds related to the transaction, other than the fees set forth herein and on the [Fees page](#).

b. GunBroker.com Is Not the Seller. You agree and evidence your understanding and acceptance of the following terms by doing business on this Site or any Linked Sites:

- - GunBroker.com is not involved in the actual transaction between Buyers and Sellers;
 - GunBroker.com never takes possession of any Items;
 - GunBroker.com does not participate in negotiation of terms of sale or terms of delivery of items;
 - GunBroker.com does not receive or hold legal ownership or title of Items, does not receive, hold or transfer legal ownership of Items from the Seller to the Buyer.

Nothing in this Agreement is intended to modify the governing provisions of the Uniform Commercial Code § 2-401(2) and § 2-401(2) as implemented in any applicable state, 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 (or in the case of Firearms, upon legal Transfer by the applicable FFL).

c. Transfers of Firearms. **All shipments and sales of Firearms on the Site must be carried out through the process legal of Transfer of the Firearm to the applicable Buyer through an FFL selected by the Buyer.** Upon winning or purchasing a Firearm, the Buyer must designate an FFL for shipment and Transfer of the Firearm. FFLs may charge separate fees for this service. Where the FFL determines that the Buyer is not eligible to purchase under Applicable Law for Transfer of the Firearm or other Item, GunBroker.com will void the sale, refund the "Final Value" fees paid by Seller to GunBroker.com, and relist the Item without additional charges to Seller. Fees to Sellers for "Optional Services" are not subject to refund. Depending on the terms of the applicable Listing, Buyer may be responsible for additional shipping charges in this event.

d. Disclaimer About Users and Items. You understand and agree by using this Site and the Linked Sites, that responsibility for compliance with Applicable Law in your State for the sale, purchase, transfer and shipment of Items and for conducting due diligence on other Users prior entering transactions rests solely on you as the User of the Site or Linked Sites. Given our limited role as outlined in this Section, except as expressly stated in Section 8 below, **you understand and agree that GunBroker.com disclaims any responsibility or liability for Buyers', Sellers' or other users' representations on this site, including but not limited to the following:**

- - Sellers or Buyers (i) misrepresentation of their identity, location or authority to enter into contracts, and (ii) falsely claiming to be of legal age and capacity to enter into contracts;
 - That a Seller placing a Listing for an Item on the Site is able to or will complete the sale of the Item or delivery of the Item to the Buyer, or that a Buyer placing a bid, making an offer, or purchasing an Item is able to or will complete the purchase of an Item from a Seller;
 - That a Seller has truthfully and accurately described an Item placed on the Site in the Item's applicable Listing, that all claims made for the item are accurate or truthful, or that the item is faithfully represented by Seller's listing, text or pictures;
 - That an Item listed for sale on the Site (i) exists, (ii) is safe to buy, hold, or use, (iii) is of any particular quality, (iv) is non-infringing with regard to the Intellectual Property rights of any person or entity, (v) is free from liens, encumbrances or contractual claims attributable to Seller, or (vi) that an Item may be sold by the Seller in compliance with Applicable Law.
 - That the offer, possession, sale and/or shipment of an Item complies with any or all Applicable Laws relating to that item in the Buyer's and Seller's jurisdictions and personal situations.

e. Refunds to Sellers. Sellers may obtain refunds on sale fees (but not listing fees) as stated in Section 5(c) in GunBroker.com's sole discretion. In cases where Buyers have failed to make payment for Items, Sellers may use our [Customer Support](#) system to request assistance.

f. Monitoring of Listings and Postings. We provide Users with tools and instructions for creating Listings to sell Items on the Site and to communicate with other Users on the Site through Postings and otherwise. By using this Site, you acknowledge and agree that GunBroker.com has the right but not the obligation to monitor, edit, refuse to post, or remove any Posting or Listing from the Site, in our sole discretion. You acknowledge and agree that GunBroker.com is 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 may not be relied upon by You for any purpose.

6. Unregistered User's Covenants to GunBroker.com. A user of this site who does not register with the Site, but avails themselves of the products or services offered by the site (including listings, articles, videos, "help" functions, FAQs, and information) nevertheless makes certain promises to and agreements with to GunBroker.com, as evidenced by their visiting and/or using the Site. Those promises include the provisions herein relating to User's Agreement Prior to Using the Site (Paragraph 1); GunBroker.com's Role in Listing and Sale of Items (Paragraph 5); Payments and Other Third Party Activities (Paragraph 11); Content, Intellectual Property and Restrictions on Use of Site (Paragraph 12); Our Limits of Liability (Paragraph 13); Governing Law and Dispute Resolution (Paragraph 14); and General Provisions (Paragraph 15); and the other provisions of this Agreement as may become relevant based on Unregistered User's specific use.

7. Users' Covenants to GunBroker.com

A. Seller's Covenants

i. Binding Contract. Listing an Item constitutes making a binding offer to sell to the applicable Buyer on the terms stated in this Agreement and in the Seller's Listing if the Buyer's bid is the winning bid or if the Buyer's offer is accepted by Seller as described in this Agreement and elsewhere on the Site. Note that when a Listing includes a fixed price (such as a "Buy Now" price or an "Auto Accept" price) and a Buyer makes an offer to pay the fixed price, the offer is automatically and immediately accepted and a legally binding contract exists. In addition, when a Listing includes the option to accept offers and a Buyer makes an offer to pay the listed price for an Item, the Buyer's offer to buy remains active and irrevocable during a period no longer than 48 hours, after which the Buyer's offer expires. During the applicable period, the Seller may accept or reject the offer. As Seller of an Item, you agree to complete the sale of all listed Items on such terms.

ii. Representations and Warranties. You as Seller of Items on the Site represent and warrant to GunBroker.com during the term of this Agreement that:

- - All User Information given to us by you 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;

- You have the right under Applicable Law to sell the Items you list and do so free from any liens or encumbrances;
- The sale of your Items on the Site, including the Content of your Listings, will not be fraudulent or misleading or involve the sale of counterfeit or stolen items;
- Your sale of any item and your listing or posting of text, graphics or any other content does not infringe on any intellectual property of any person or company and you have currently in your possession written authorization from any trademark or copyright holders or other rights holders that you have the legal right to make the sale or use that creative content.
- You will not engage in bid rigging or sale price manipulation of any kind on any Item, nor contact any Buyer from the Site to conclude sales of a listed Item outside of the Site;
- If you post Listings for or sell Firearms or Ammunition on the Site, you agree to comply with all Applicable Law governing the specific requirements for sale, transfer and shipping of such Items to the applicable Buyer, including without limitation those found in this Agreement and elsewhere on this site (which shall apply regardless of any contrary information contained in a Seller's Listing), and you agree that:
- You will not sell or ship items contrary to any state and local Applicable Law. You will take the responsibility upon yourself to research and comply with any applicable laws and regulations. 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; and
- If you conduct international sales or the applicable Items are located within the U.S. or owned by persons located within the U.S. but Buyers are outside the US, you additionally warrant to GunBroker.com that you are either expert in or have obtained counsel regarding the U.S. statutes and regulations governing export controls, sanctions and embargoes, and you additionally agree and promise that: (i) you are not a national of or located in any country embargoed by the United States, (ii) you are not violating U.S. export controls or selling any item subject to sanctions or embargo; and (iii) 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 (collectively but not exclusively "**US Sanctions Laws**").

iii. Sales and Other Taxes. To the fullest extent permitted under Applicable Law, you understand and 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. Any information made available to Sellers on the Site about sales tax applicability is provided on an “as is” basis, and we do not warrant its accuracy or completeness. You agree and acknowledge that in certain cases, selling on GunBroker.com may subject you to sales tax reporting or remittance obligations in jurisdictions where your volume of transactions would otherwise subject you to such taxation. You and we agree to cooperate reasonably in any tax-related matters or inquiries by taxing authorities. You agree that you are responsible for, and will indemnify us against, any Losses for any sales/use, VAT or similar transaction tax that is or may be assessed by any jurisdiction with respect to sales of Items to Buyers in the jurisdiction (other than taxes on our fees payable to such jurisdiction). You agree to defend, indemnify and hold us harmless from and against any and all Losses 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 our fees or income.

iv. License to Listings. By submitting listings or advertising to this Site or the Linked Sites, you grant to us and our Affiliates the right and worldwide, perpetual, non-exclusive, royalty-free license to publish, display, distribute, reproduce, copy and make derivative works of the Listings and other Posting or Content you provide us, in any and all media, including under all copyright, publicity, and database rights in and to the Listing, Posting or other Content you post to the Site, in order to allow us to (i) list the Items on the Site, (ii) update or improve the Site and any relevant Services, and/or (iii) make use of such Listings, Postings or Content for uses related to the Site, including electronic or print publications, reference materials, reports or other services or products provided to third parties regarding sales and pertaining to categories of products featured on the Site, provided that any such services or information described in (iv) above shall not include any User’s User Information.

B. Buyer’s Covenants

i. Binding Contract. Listings by Sellers appear on the Site in several different ways:

Placing a Bid on an Auction: Buyer understands and agrees that placing a bid on an auction item constitutes Buyer creating a legally binding legal contract with the Seller for the purchase of Item on the terms stated in the listing as supplemented by this Site. Buyer further understands and agrees that if Buyer’s bid is the winning bid, Buyer shall complete the purchase of the Item, and that Buyer’s purchase will be subject to all terms stated by the Seller in the Listing and the terms of this User Agreement.

Buying an Item with a Fixed Price or Buy Now: Buyer understands and agrees that when Buyer selects a fixed price item, Buyer’s completion of the checkout process creates a legally binding contract.

Take a Shot Offer: When a Listing features a “Take a Shot Offer,” Buyer’s tender of an offer to buy creates a legally binding offer to buy if accepted by the Seller. The Take a Shot Offer shall remain in effect and irrevocable during a period of no longer than 48 hours (or until rejected by Seller), after which the offer to purchase shall expire. During the stated 48 hour period, the Seller may accept or reject the offer at Seller’s option.

ii. Representations and Warranties. You as Buyer of Items on the Site represent and warrant to GunBroker.com that while using this Site:

- - All User Information given to us by you and all information communicated by User to other Users of the Site, whether in a Posting or otherwise, shall be true, accurate, up-to-date and not misleading;
 - You will not contact any Seller from the Site to conclude sales of a listed Item outside of the Site;
 - You will not bid on or place an offer to buy Items that you may not purchase under Applicable Law;
 - If you bid on or place an offer to buy Firearms or Ammunition on the Site, you agree to comply with all Applicable Law governing the specific requirements for sale, transfer and shipping of such Items, as well as the terms of this Agreement and any Linked Agreement (which shall apply regardless of any contrary claims by Seller or contained in a Seller's Listing).
 - You understand and agree that you must make arrangements with an FFL before placing a bid on or making an offer to buy any Item, and you further understand and agree that you must and shall transmit a copy of your designated FFL's license to the Seller before the Item can be shipped;
 - It is a violation of federal law to participate in any "straw purchase" of a firearm, and therefore, where you bid on or place an offer on a Firearm, you represent to Gunbroker.com by placing your bid or offer for such Firearm that it is purchased only for your own account and not on behalf of or for the benefit of any third party, and you will not arrange for a third party to appear at your designated FFL for purposes of any Transfer; and

iii. Not Subject to Sanctions Laws. In using this Site and Linked Sites, and in entering transactions herein, you warrant to GunBroker.com that neither you nor your Company is subject to prohibitions under U.S. Sanctions Laws as that term is defined in the definitions above.

8. Buyer's Protection Program

a. Buyer's Protection Program Generally. Where a Buyer claims that a Seller has violated the terms of this Agreement by failing to deliver an Item after payment, misrepresenting the Item or otherwise acting in a manner giving you a basis for a claim under the [Buyer's Protection Program](#), the Buyer may be eligible for compensation under our Buyer's Protection Program, subject to the [BPP Limitations and Restrictions](#). **GunBroker.com will cover up to \$500.00 of actual loss on an Item. All claims have a \$100.00 deductible. The maximum net benefit for Buyers under the Buyer's Protection Program is \$400.00, no matter what the amount of the transaction complained of.** In order to receive a benefit under this program, a Buyer must strictly comply with all instructions in the [BPP Claim Process](#) and instructions by the GunBroker.com staff. BPP awards will not cover shipping costs, transfer fees or taxes. All dissatisfied Buyers must present their

claims to the Seller for informal resolution within the first 30 days after the sale (whether an auction end date or by clicking “Buy Now” on the Site. To be eligible for the BPP program, Buyers must first present their claims to Seller and must do so within the first 30 days after the sale (whether by auction or fixed price sale. Buyer and Seller shall then negotiate in good faith to resolve the issue. Buyer may be asked to prove their attempts to resolve the matter with the Seller. After the expiration of 30 days from the date of the sale, if no resolution has been reached, Buyers shall have no more than 30 days after the expiration of the initial 30 day period to submit their BPP claim. In cases where GunBroker.com provides payment to a Buyer through the Buyer’s Protection Program, such payment constitutes the Buyer’s sole and exclusive remedy against GunBroker.com and GunBroker.com’s entire liability with respect to the matter. All other complaints about a Buyer or a Seller in a transaction on the Site must be addressed directly by such parties through either the feedback system or through as directed in the “Resolving Problems” pages in the “For Sellers” or “For Buyers” links pages on the Site. We accept such complaints only through the Support System on the Site and will not under any circumstances accept complaints via email, fax or telephone, but only through the Support System on the Site.

b. Assignment of Rights. By conducting business on this Site or the Linked Sites, and/or by using the Buyer’s Protection Program, you agree that in the event that you receive compensation under our Buyer’s Protection Program, you thereby 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.

9. Self-Service Ad Platform

If you as a User make use of the Self-Service Ad Platform, you agree to the [Self-Service Ad Platform Terms & Conditions](#), which are incorporated by reference into this Agreement.

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10. Payments and Other Third Party Activities on the Site

a. Third Party Payment Platforms.

(i) For the convenience of its Users, GunBroker.com has integrated certain third party payment processes into the Site in its [GunBroker Checkout feature for Sellers](#), including party payment processor gateways (collectively, “**Payment Platforms**”). If we, in our sole discretion, allow Sellers to choose a Payment Platform, we shall not be responsible for the services, terms of use or privacy practices of any such Payment Platforms. Before deciding to use a Payment Platform for a sale or purchase on the Site, you agree to conduct your own review of all such Payment Platforms’ applicable terms of use and other policies. **We shall not be responsible for any claims or disputes you may have regarding payments made to Sellers or the operation of or use of your data by Payment Platforms or Sellers. You agree not to assert any such claim against GunBroker.com or its service providers.**

(ii) **The use of Venmo, Zelle, Apple Pay or other cash-transfer methods to make payments to Sellers is not permitted. Please see [this FAQ](#) for further information.**

b. Third Party Websites. The Site may contain links or other Content leading to third party websites, including those of third party advertisers. GunBroker.com is not responsible for and has no liability for the privacy or other practices of any such third parties. We recommend that you review the user terms and privacy policies of each website or advertisement that you click on or visit.

11. Content, Intellectual Property and Restrictions on Use of Site

a. License to Use of Your Content. You agree that by transmitting or Posting any Content on or through the Site or the Linked Sites, you grant us and our Affiliates a worldwide, royalty-free, perpetual, irrevocable, license to use, modify, perform, display, broadcast, reproduce, create derivative works from, transmit, sell or otherwise use, exploit or distribute, at no cost to GunBroker.com whatsoever, all such Content and other material (including, without limitation, under all Intellectual Property rights embodied therein), in whole or in part, in any manner or medium (whether now known or hereafter developed), to carry out the Services and for the general business purposes of GunBroker.com and its Affiliates and for any related purpose; provided, however that we will not sell or share your Content with non-Affiliate third parties unless you have granted your consent to the same (which may be in a separate written agreement). We maintain records of Listings and transactions, as required by law, and to analyze how people are using our Site, including valuation information. We may sell valuation information to third parties without disclosing the identities of the parties to the transaction.

b. Restrictions on Your Use of GunBroker.com Content. GB Content is the property of GunBroker.com or its licensors and is intended solely for your personal, non-commercial use in connection with the services provided on the Site. No right, title or interest in GB Content or any other materials or software is transferred to you as a result of this Agreement or your use of any of the services provided on the Site. 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 GB 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 in creating the Site is the property of GunBroker.com or its licensors and suppliers and protected by U.S. and international copyright laws. Other than in using the functionality supplied to Users of the Site, your use, including the reproduction, modification, distribution, transmission, republication, display, or performance of such GB Content for your personal or business use is strictly prohibited.

c. Copyrights and Trademarks. Unless otherwise noted, all of the GB 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 of the GB Content on the Site is the exclusive property of GunBroker.com, or its affiliates, and is also protected by U.S. and international copyright laws. The marks identified on our [Copyrights and Trademarks page](#) are the trademarks or service marks of GunBroker.com or its Affiliates. All other trademarks not owned by GunBroker.com that appear on GunBroker.com or any affiliated web site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by GunBroker.com. No trademark or service mark license is granted to you as part of your use of 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.

d. 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, by (i) using the site for any illegal purpose; (ii) accessing data not intended for you or logging onto a server or an account which you are not authorized to access or with respect to which you have exceeded your authorized access; (iii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iv) attempting to download, extract or distribute any portion of the code making up any portion of the Site; (v) 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," participating in a distributed denial of service attack, "spamming," "mailbombing" or "crashing"; (vi) 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; (vii) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting; (viii) 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; (ix) 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; (x) transmitting or Posting or including in any Posting any unlawful, harassing, libelous, abusive or otherwise objectional material of any kind to any person; (xi) collecting information about other Users without their consent. Violations of system or network security may result in civil or criminal liability; (xii) interfering with another's use of the Site or with the proper functioning of the Site, or (xiii) engaging in any systematic extraction of data or data fields, including, without limitation, email addresses, from the Site or its Users, by use of any automated mechanism, such as web robots, crawlers, spiders or otherwise.

e. Submissions. By entering comments and/or by submitting reviews, comments, feedback, postcards, suggestions, ideas, and other submissions (collectively referred to as "Comments") you agree that any Comments submitted or offered to us on the Site or otherwise shall be and remain GunBroker.com property. You agree that your submission or offer of any Comments shall constitute an irrevocable assignment to us of all worldwide rights, 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.

f. Copyrights and Copyright Agent. GunBroker.com respects the rights of all copyright owners and has adopted and implemented a policy that provides for the termination in appropriate circumstances of the use of the Site for account holders who infringe the copyright rights of others. If you believe that your work has been copied or used in a way that constitutes copyright infringement, please follow the process outlined here: <https://www.gunbroker.com/c/user/dmca-notice/>.

g. Americans with Disabilities Act. GunBroker.com is working to be sure that all our Users, with or without disabilities, can access and utilize any of our Content and services. We strive to meet the standards put forth by the World Wide Web Consortium (W3C's) Web Content Accessibility Guidelines (WCAG). If, because of disability, you are unable to access content on the Site, or have any questions, please contact us using our Support System or as described below under "Notices."

12. Our Limits of Liability

a. 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 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.

b. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NONE OF THE GunBroker.com 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 GUNBROKER.COM PARTIES TO YOU FOR ALL LOSSES (AS DEFINED IN THE DEFINITIONS SECTION), 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, OR IN ANY OTHER CASE WHERE LIABILITY MAY NOT BE LIMITED UNDER APPLICABLE LAW.

c. Indemnification. You agree to indemnify, defend and hold the GunBroker.com Parties harmless from and against any and all claims and all Losses incurred by a GunBroker.com Party in connection with any of the following, whether by you or by a third party using your User ID: (i) any breach or violation of this Agreement, (ii) any use of the Site or Services, (iii) a dispute with another User (except for monies received by you under our Buyer's Protection Program) or visitor to the Site, (iv) any violation of any Applicable Law 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, whether by you, your Items or your Content that was Posted by you to the Site. 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.

d. Release. By accepting and agreeing to this Agreement, You hereby release all GunBroker.com Parties from any and all claims and Losses of every kind, known and unknown, arising from disputes between you and other Users or visitors to the Site. Further, you agree to waive and release any claim against GunBroker.com for any claim arising from your dispute with another User (whether a Buyer or Seller) or any visitor to the Site. **You waive any and all of the aforementioned claims against GunBroker.com, our parents, subsidiaries and affiliated parties, as well as our directors, officers, employees, attorneys and agents, from and against any and all claims and Losses (actual, special, incidental and consequential damages, as well as reasonable attorneys' fees and costs of court) 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.**

13. Governing Law and Dispute Resolution

a. International Users. The Site is controlled, operated and administered by GunBroker.com, which is based within the United States, and run on servers located in the United States. We make no representation that functions or information found at the Site are appropriate or available for use by persons at other locations outside of the United States and access to them from territories where their functionality or content are not permitted under Applicable Law. You may not use the Site or export the information found on or at this Site in violation of U.S. or other Applicable Laws regarding export or import. If you access this Site from a location outside of the U.S., you are responsible for compliance with all Applicable Laws that apply to you in your use of the Site.

b. Governing Law. Except as may not be permitted under Applicable 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 GunBroker.com 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.

c. Mandatory Arbitration

ALL PARTIES AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO RESOLVE ANY DISPUTES ARISING OUT OF THIS AGREEMENT OR THE ANY USE OF THE SITE VIA BINDING ARBITRATION CONDUCTED UNDER COMMERCIAL RULES FOR ARBITRATION BY THE AMERICAN ARBITRATION

ASSOCIATION. THE ATLANTA METROPOLITAN AREA SHALL BE THE SITE FOR ANY SUCH ARBITRATION PROCESS. THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

IF FOR ANY REASON THESE ARBITRATION REQUIREMENTS ARE HELD INAPPLICABLE OR VOID OR HELD NOT TO APPLY, OR A CLAIM PROCEEDS IN SMALL CLAIMS COURT, GUNBROKER.COM AND YOU AS USER EACH WAIVE TRIAL BY JURY.

YOU AS USER DEMONSTRATE YOUR AGREEMENT TO BE BOUND BY THIS ARBITRATION AGREEMENT BY REGISTERING WITH THE SITE AND INDICATING YOUR AGREEMENT BY CHECKBOX, OR BY USING THIS SITE IN ANY MANNER, OR BY CONDUCTING BUSINESS ON THE SITE. BY DOING THE FOREGOING ACTS, YOU UNDERSTAND THAT YOU ARE ALSO AGREEING TO THIS ARBITRATION AGREEMENT, WHICH ENTAILS GIVING UP THE RIGHT TO A TRIAL BY A STATE TRIBUNAL AND TRIAL BY JURY.

d. Dispute Resolution; Attorneys' Fees. BY AGREEING TO THE TERMS OF THIS AGREEMENT DURING REGISTRATION BY CHECKING A CHECKBOX, OR BY YOUR USE OF THE SITE OR SERVICES, YOU EXPRESSLY AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY SHALL BE RESOLVED SOLELY THROUGH BINDING MANDATORY ARBITRATION, AS PROVIDED ABOVE. HOWEVER, IN ANY SITUATION IN WHICH BINDING MANDATORY ARBITRATION IS UNAVAILABLE FOR ANY REASON, YOU AGREE THAT ANY LEGAL PROCEEDINGS TO RESOLVE DISPUTES MAY ONLY 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 attorneys' fees in responding to such action.

e. Exclusion of Class Actions.

IN AGREEING TO THE TERMS OF THIS AGREEMENT BY YOUR EXPRESS AGREEMENT OR USE OF THE SITE, YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (A) ANY DISPUTE SHALL BE RESOLVED BY MANDATORY BINDING ARBITRATION; (B) THAT SHOULD MANDATORY BINDING ARBITRATION NOT BE AVAILABLE, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS, (C) WE BOTH HEREBY WAIVE ANY RIGHT TO BRING CLAIMS AS PART OF ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (D) 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 (E) ANY RELIEF AWARDED TO YOU CANNOT AFFECT OTHER USERS, AND VICE VERSA.

14. General Provisions

a. Notices. Notices under Section 13(c) (Dispute Resolution by Arbitration) above shall be given exclusively by written mail to us at GunBroker.com, P.O. Box 2511, Kennesaw, Georgia 30156, and to you at the address listed in your User Information. Otherwise, notices to us may be given by means of our electronic support system located at <https://support.GunBroker.com/> or by mail to GunBroker.com, P.O. Box 2511, Kennesaw, Georgia 30156. In the event we send notices to you, we shall use the email address or street address listed in the User Information in your account. Notice shall be deemed given 24 hours after an electronic message is sent, when sent to the last email address provided to Gunbroker.com by the receiving party. In the event that GunBroker.com sends a notice by mail, the notice shall be deemed effective three (3) days after the date of mailing.

b. Electronic Execution.

(i) *Electronic Notices to You by Us* . You consent to receive any agreements, notices, disclosures and other communications to which this Agreement refers electronically, including without limitation by email or, to the extent permitted by Applicable Law, by posting notices on the Site. You agree that all notices that we provide to you electronically satisfy any Applicable Law that such communications be in writing.

(ii) *Electronic Contracting Equivalent to Paper*. By using the Site, you agree to transact electronically through the Site. You agree that your electronic signature is the legal equivalent of your manual signature. You further agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, constitutes your signature as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature. You agree to the admissibility of computer records and electronic evidence in any dispute under this Agreement.

c. Independent Parties. Both parties to this Agreement are entities which are independent of one another under this Agreement and dealing at arm's length. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the parties or any of their agents or employees, or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. Neither party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.

d. Entire Agreement. This Agreement consists of the provisions of this Agreement, all incorporated agreements referenced by hyperlinks (including the GunBroker.com Privacy Policy, and others) and any and all other documents referred to and incorporated herein. These provisions together constitute the entire agreement between you and GunBroker.com and supersedes all prior representations, agreements or statements between us regarding the subject matter contained herein. Should there be any conflict between any of the incorporated documents and the text of this Agreement, the terms of this Agreement shall prevail. Should any provision of this Agreement be held by an arbitrator or judge to be ambiguous or inconsistent, that provision shall be interpreted in a way to make it consistent with the other provisions of this Agreement. Should any provision of this

Agreement be held by an arbitrator or judge to be void, the remainder of this Agreement shall be given full force and effect to the fullest extent permitted by Applicable Law.

e. No Waivers. The failure by either party to exercise or enforce any rights or provisions of this Agreement and elsewhere on this Site (any other document incorporated by reference herein) shall not constitute a waiver of such right or provision, whether for a current violation or for future violations. No waiver granted by GunBroker.com with respect to this Agreement's provisions shall be deemed to have created a "course of conduct" or "usage of trade" for purposes of Applicable Law.

f. Miscellaneous. The term of this Agreement shall be deemed to have commenced as of the date of your use of the Site or any of the Services and shall remain in effect until terminated by a party in accordance with its terms. GunBroker.com shall have the right to terminate this Agreement for convenience by written or electronic notice to the User. All provisions in this Agreement regarding Fees, arbitration and dispute resolution, representations and warranties, indemnification, disclaimers, limitations on liability and the terms of this Section 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 any of your rights or obligations under 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.