



## 1. About The Open Vault™

The Open Vault is a marketplace that allows users to offer, sell and buy precious metals. The actual contract for sale is directly between the seller and buyer. MintBuilder will not be held liable for; pricing, taxes, duties, shipping or anything else not mentioned.

Any guidance we provide as part of our Services is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes, MintBuilder has no control over and does not guarantee: the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

## 2. Using The Open Vault™

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories
- breach or circumvent any laws, regulations, third-party rights or our systems, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
- fail to pay for items purchased by you, unless you have a valid reason
- fail to deliver items sold by you, unless you have a valid reason
- manipulate the price of any item or interfere with any other user's listings
- post false, inaccurate, misleading, deceptive, defamatory, or libelous content
- distribute or post spam, unsolicited or bulk electronic communications, chain letters
- distribute viruses or any other technologies that may harm MintBuilder or the interests or property of users

- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of MintBuilder
- interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to MintBuilder. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to MintBuilder or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
- harvest or otherwise collect information about users without their consent; or
- circumvent any technical measures used to provide the Services.

If we believe you are abusing The Open Vault and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

### **3. Policy Enforcement**

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers.

### **4. Fees and Taxes**

MintBuilder includes the use of The Open Vault as an active Member only Benefit so there are no additional fees charged for using this Service as long as you remain on an appropriate Subscription.

It is the sole responsibility of the Buyer to pay any and all taxes that may be due in their region.

## 5. Listing Conditions

When listing an item for sale on The Open Vault, you agree to comply with MintBuilder's Listing and Selling Practice Policy which are:

- You are responsible for the accuracy and content of the listing and item offered,
- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). MintBuilder can't guarantee exact listing durations,
- Content that violates any of MintBuilder's policies may be modified, obfuscated or deleted MintBuilder's discretion,
- We may revise product data associated with listings to supplement, remove, or correct information,
- We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
  - buyer's location, search query, browsing site, and history
  - item's location, listing format, price and shipping cost, terms of service
  - seller's history, including listing practices, MintBuilder policy compliance, Feedback, and defect rate; and
  - number of listings matching the buyer's query,
  - To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer,

## 6. Purchase Conditions

When buying an item on eBay Services, you agree to the Rules and Policies for Buyers and that:

- You are responsible for reading the full item listing before making a commitment to buy,
- You enter into a legally binding contract to purchase an item when you commit to buy an item, your offer for an item is accepted
- We do not transfer legal ownership of items from the seller to the buyer

## 7. International Buying and Selling; Translation

The Open Vault is accessible to international sellers and buyers. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items. If you purchase an item on The Open vault site, you are subject to the User Agreement for that particular purchase. MintBuilder is not responsible.

## 8. Content

When you provide content using The Open Vault (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights (as defined above) you have in that content in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights in that content against MintBuilder, our assignees, our sublicensees, and their assignees in connection with our, those assignees', and those sublicensees' use of that content in connection with our provision, expansion, and promotion of the Services.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this User Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any Intellectual Property Rights of any third party. MintBuilder takes no responsibility and assumes no liability for any content provided by you or any third party.

We offer product data (including images, descriptions and specifications) that are provided by third parties (including The Open Vault users). You may use that content solely in you're the Open Vault listings. MintBuilder may modify or revoke that permission at any time in our sole discretion. The product data includes copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings in the product data and not to create any derivative works based on that data (other than by including the data in your listings).

We try to offer reliable product data, but cannot promise that the content provided through the Services will always be available, accurate, complete, and up-to-date. You agree that MintBuilder is not responsible for examining or warranting the listings or content provided by third parties through the Services, and that you will not attempt to hold us or our data providers liable for inaccuracies. As a seller, you agree to ensure that content directly associated with your listings is accurate.

The name "The Open Vault" and other MintBuilder marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of MintBuilder in the U.S. and other countries. They may not be used without the express written prior permission of MintBuilder.

## **Privacy of Others; Marketing**

If The Open Vault provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Services. Additionally, you may not use user information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

## **9. Additional Terms**

### **Returns and Cancellations**

Sellers can create rules to automate replacements, returns, and refunds under certain circumstances. Sellers may remove or customize their return preferences in their listing within The Open Vault. When an item is returned, it is the sole responsibility of the seller to refund the buyer. The cost of return shipping for an item that is not as described is the seller's responsibility.

## **10. Disclaimer of Warranties; Limitation of Liability**

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services.

You agree that you are making use of The Open Vault at your own risk, and that it is being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- the content you provide (directly or indirectly) using the Services;
- your use of or your inability to use our Services;
- pricing, shipping, format, or other guidance provided by MintBuilder
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any MintBuilder Service;

- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing The Open Vault Section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or
- your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

## 11. Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

## 12. Indemnity

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of eBay's Services or your breach of any law or the rights of a third party.

## 13. General

Except as otherwise provided in this User Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, and in such event, we will post notice on [www.mintbuilder.com](http://www.mintbuilder.com).

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on [www.mintbuilder.com](http://www.mintbuilder.com). Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you 30 days' notice by posting the amended terms. Additionally, we will notify you through the MintBuilder Message Center and/or by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and a MintBuilder representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies and terms posted on our Services may be changed from time to time. Changes take effect when we post them on the MintBuilder Service.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement and all terms and policies posted through our Services set forth the entire understanding and agreement between you and eBay, and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Pursuant to 815 ILCS 414/1.5(c), for transactions involving tickets to events in Illinois, buyers and sellers may elect to submit complaints against one another to the American Arbitration Association ("AAA") under its rules and procedures. The AAA's rules are available at [www.adr.org](http://www.adr.org). Such complaints shall be decided by an independent arbitrator in accordance with this User Agreement. Buyers and sellers further agree to submit to the jurisdiction of the State of Illinois for complaints involving a ticketed event held in Illinois.