

## **GunBroker.com User Agreement**

**[\*]Updated Effective as of November 18, 2020 (see [previous version](#))**

**This is a legal contract containing terms binding on you including the following:**

- **LIMITATIONS ON OUR LIABILITY**
- **YOUR AGREEMENT 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**
- **AN AGREEMENT BY YOU TO REIMBURSE US FOR DAMAGES THAT YOU CAUSE TO US AND OTHERS DUE TO YOUR VIOLATIONS OF THIS CONTRACT**
- **AN AGREEMENT BY YOU TO RESOLVE ALL CLAIMS BY BINDING ARBITRATION IN GEORGIA UNDER GEORGIA LAW INSTEAD OF HAVING A JURY TRIAL OR OTHER TRIAL IN YOUR LOCAL COURT.**

**PLEASE READ THIS CONTRACT CAREFULLY AND DO NOT CHECK “I AGREE” UNLESS YOU AGREE TO ITS TERMS. IF YOU CHECK “I AGREE,” THIS CONTRACT BECOMES BINDING ON YOU WHETHER OR NOT YOU HAVE READ IT.**

### **Introduction**

By using [www.gunbroker.com](http://www.gunbroker.com) (or other sites under this agreement, the “**Site**”), you agree to the following terms with GunBroker.com, LLC (“**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 Agreement, you agree that this Agreement, as well as the linked pages of the Site made a part of this Agreement such as the GunBroker.com Privacy Policy and Site Rules, will apply whenever you use the Site and its related services.

As used in this Agreement, “**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.

### **Defined Terms**

The following capitalized 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.

**“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; (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.

**“BitRail”** means BitRail, LLC, an online payments company with website at [www.bitrail.io](http://www.bitrail.io).

**“BitRail Privacy Policy”** means this [BitRail Privacy Policy](#), which is applicable to you if you use the GunBroker Pay System.

**“BitRail User Agreement”** means this [BitRail User Agreement](#) between you and BitRail if you use the GunBroker Pay System.

**“Buyer”** means a 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 company or other business or governmental entity specified by you upon registration as a User of the Site.

**“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).

**“GB Content”** means all Content other than your own Postings and Listings (and, if you use the Self-Service Ad Platform, the Content of your advertisements).

“**GB Parties**” means GunBroker.com, its Affiliates (other than BitRail), and their respective officers, directors, employees, agents and third party licensors.

“**GunBroker Pay System**” means the electronic payments system using FreedomCoin® integrated with the Site and powered by BitRail, allowing Users to initiate ACH payments from their bank accounts

“**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 2(a), 2(b) and 2(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.

“**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.

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

“**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](http://www.gunbroker.com), any of its subdomains or any other Web site on which a link to this Agreement appears.

“**Site Rules**” means these [Site Rules](#), which are certain rules governing selling and buying on the Site, password maintenance, postings and conduct on the Site, and other matters, which are hereby incorporated into this Agreement.

“**Support System**” means the customer 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.

“**User**” means a person or company that has completed the registration process for use of a service provided through 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).

“**US Sanctions Law**” is defined in Section 4(b).

## **1. Registration and Your Account**

a. 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. 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 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 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.

b. Site Rules. In addition to the terms and conditions of this Agreement, your use of the Site is conditioned upon your compliance with the Site Rules.

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 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 account; 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, 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 Site Rules, Privacy Policy and any other document incorporated herein). 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 and/or Services 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.

e. Privacy. We collect and use your information only as described in the GunBroker.com 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 measures and devices. You can access and modify certain of your User Information 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.com Privacy Policy. We retain User Information and all information regarding transactions on the Site, unless required to delete them under Applicable Law. Your acceptance of this Agreement constitutes your acceptance of the GunBroker.com Privacy Policy. If you object to your personal information being used as described in the GunBroker.com Privacy Policy, please do not register or use our services.

f. Consent to Use Your Phone Number. You hereby agree that the following provisions apply between us with respect to our use of telephone numbers you provide to us:

- - *Consent to Certain Calls/Texts* . You acknowledge that by voluntarily providing your telephone number(s), you expressly agree to receive calls or text messages (which may include prerecorded voice messages, and/or autodialed calls) from us related to promotions, your account, registration, changes and updates, service outages, reminders about incomplete or upcoming Restoration Services, follow ups to any push notifications delivered through our mobile application, any transaction with us and/or your relationship with us or another User. You acknowledge that automated calls or text messages may be made to your telephone number(s) even if your telephone number(s) is registered on any state

or federal 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 at any time or obtained through other lawful means, such as skip tracing, caller ID capture, or other means. You agree to receive automated calls and text messages from us even if you cancel your account or terminate your relationship with us, unless you opt-out (see 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 or otherwise manage your choices, please see [Your choices section in the GunBroker.com Privacy Policy](#).

- *Carrier Charges Are Your Responsibility.* There is no fee to receive automated telephone calls or text messages from us. However, you may incur a charge for these calls or text messages from your mobile carrier, which is your sole responsibility. Check your telephone plan and contact your carrier for details.

## **2. Fees for Use of the Site**

a. Fees. You agree to pay the applicable Fees for using the Site and Services, and 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. 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.
- You will make payment on invoices received from us within 20 days of receipt, except for amounts that are contested in good faith.

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. By placing a credit card or ACH direct payment account on file with us, or by using GunBroker Pay as described below, you authorize us to charge you for 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 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.”

c. Past Due Accounts. If you are a Seller and your account is past due, we reserve the right to void, suspend and/or terminate your Listings, and may terminate your User account. If your Seller 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 previously available to you. Accounts that are, or have been, past due will have their credit limit reduced to zero and, other than amounts disputed in writing in good faith, 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 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.

### **3. GunBroker.com's Role in Listing and Sale of Items**

Other than in the case of our 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. Information about a particular Item is supplied by the Seller, not by Gunbroker.com. Subject to Section 6 below regarding the Buyer Protection Program, the warranties on and other terms applicable to the sale of any Item are determined solely by the Listing, and the price and auction winner by the automated function of the Site carrying out the Listing terms input by the Seller and the bidding or buying instructions input by Buyer. GunBroker.com is not a traditional auctioneer and does not act as agent of any Buyer, Seller or other User of the Site.

b. GunBroker.com Is Not the Seller. GunBroker.com is not involved in the actual transaction between Buyers and Sellers, has no contact with any Items, and where payment is not facilitated on the Site, does not receive information about the Buyer or Seller's consummation of agreed sales of Items (unless we are contacted by Buyer or Seller). All payments by Buyers for Items, including where facilitated by a checkout and/or payment process integrated with the Site, are received by the applicable Sellers, not by GunBroker.com. We do not transfer legal ownership of Items from the Seller to the Buyer, and 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 (in and 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 of legal Transfer of the Firearm to the applicable Buyer by 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 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 for the sale, and relist the Item without additional charges to Seller.

Fees 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 case.

d. Disclaimer About Users and Items. Responsibility for compliance with Applicable Law for the sale, Transfer and shipment of Items and diligence on other Users prior to buying Items rests solely on the Users of the Site. Given our limited role as outlined in this Section, except as expressly stated in Section 6 below, **GunBroker.com does not and cannot assure you that, and disclaims any responsibility or liability for any of the following:**

- The Users on 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 a Listing for 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 placing a bid, making an offer, or purchasing 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 in the Item’s applicable Listing.
- 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 sold by the Seller in compliance with Applicable Law.
- The offer, possession, sale and/or shipment of an Item complies with any or all Applicable Law.

e. Refunds to Sellers. Sellers may obtain refunds on sale fees (not listing fees) as stated in Section 3(c) above and, in GunBroker.com’s discretion, in other cases where Buyers have failed to make payment for Items. Sellers should use our [Customer Support](#) system to request assistance where this occurs.

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. 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.

#### **4. Seller’s Undertakings**

a. Binding Contract. Listing an Item constitutes entering into a binding legal contract with the applicable 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 or the Buyer’s offer is accepted as described in this Agreement and the Site Rules. 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. In addition, when a Listing includes the option to accept offers and a Buyer makes an offer to pay an offer price for an Item, the offer is active and irrevocable during a period no longer than 48 hours, after which the 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.

b. 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 free from any liens or encumbrances,
- the sale of your Items on the Site, including the Content of your Listings, will not (1) be fraudulent or involve the sale of counterfeit or stolen items, and (2) infringe any third party’s Intellectual Property rights or rights of publicity or privacy;
- 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 the Site Rules (which shall apply regardless of any contrary information contained in a Seller’s Listing), and you agree that:
  - o Items may not be sold or shipped contrary to state and local Applicable Law, 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; and
- If you or the applicable Items 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, (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, “**US Sanctions Laws**”).

c. Sales and Other Taxes. To the fullest extent permitted under Applicable Law, 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. 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.

d. License to Listings. You hereby 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 (iii) above shall not include any User’s User Information.

## **5. Buyer’s Undertakings**

a. Binding Contract. Placing a bid or making an offer 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 or your offer is accepted. When a Listing includes a fixed price (such as a “Buy Now” price or an “Auto Accept” price), making an offer to pay the fixed price will be automatically and immediately accepted. When a Listing includes the option to accept offers and you make an offer to pay an offer price for an Item, the offer is active and irrevocable during a period no longer than 48 hours, after which the offer expires. During the applicable period, the Seller may accept or reject the offer. You agree that if your bid is the winning bid or your offer is accepted, you will complete the purchase of the Item on such terms, and that your purchase will be subject to all terms stated by the Seller in the applicable Listing (other than those contrary to Applicable Law). All payments for Items purchased on the Site shall be remitted to the Seller in accordance with instructions provided on the Site during the checkout process. Some Sellers have integrated their payment processes with the Site so that immediate payment may be made on your transactions, but in such cases, the merchant is the Seller. If you are dissatisfied with a Seller’s conduct on the Site, please see Section 6 below regarding the Buyer’s Protection Program and rights that Buyers may have under this program.

b. Representations and Warranties. You as Buyer 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 Posting or otherwise, is 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, including without limitation those found in the Site Rules (which shall apply regardless of any contrary information contained in a Seller's Listing). In particular, you understand and agree that you must make arrangements with an FFL before placing a bid on or making an offer to buy such an Item, and that you must 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, your bid or offer for such Firearm is 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
- neither you nor your Company is subject to prohibitions under Sanctions Laws (defined above in Section 4(b)).

## **6. 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 on an Item and all claims have a \$100.00 deductible, so the maximum benefit for Buyers under the Buyer's Protection Program is \$400.00.** In order to receive a benefit under this program, a Buyer must carefully follow all instructions in the [BPP Claim Process](#). We will not cover shipping costs, transfer fees or taxes. Claims must be submitted between thirty (30) and sixty (60) days from the date of purchase of the Item by Buyer (whether an auction end date or by clicking "Buy Now" on the Site). 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 the "Resolving

Problems” pages in the [For Sellers](#) or [For Buyers](#) links on the Site. We will not accept complaints via email, fax or telephone, but only through the Support System on the Site.

b. Assignment of Rights. 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.

## 7. 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.

## 8. Payments and Other Third Party Activities on the Site

a. GunBroker Pay with FreedomCoin. If you choose to make use of the “GunBroker Pay with FreedomCoin” function of the Site, you as a Seller may pay us for our Services and/or receive payments from Buyers on the Site, and you as a Buyer may pay Sellers for transactions you conduct on the Site using the GunBroker Pay System, powered by BitRail. To use the GunBroker Pay System, you must establish an BitRail account linked to your bank account, as described in the BitRail User Agreement. **Payments using the GunBroker Pay System may take up to three (3) business days (or in some cases, more) to clear, depending on your bank’s policies and operations, though other delays are possible depending on the Applicable Law that applies to your payment transactions.** Making use of the GunBroker Pay System requires you to enter into the BitRail User Agreement, which is a separate legal agreement with BitRail and includes the BitRail Privacy Policy.

b. GunBroker Rewards Program. By using the GunBroker Pay System, you automatically qualify for the GunBroker Rewards Program. Please see the [GunBroker Rewards Terms](#), incorporated into this Agreement by reference.

c. Waiver of Claims Against GunBroker. By using the GunBroker Pay System, you hereby acknowledge and agree that, to the fullest extent permitted under Applicable Law:

(i) GunBroker.com is not a party to the BitRail User Agreement, and all payment transactions on the GunBroker Pay System are governed by the BitRail User Agreement and not this Agreement;

(ii) all use of your personal information by BitRail is governed by the BitRail Privacy Policy and not the GunBroker.com Privacy Policy, except that where you choose to enter into the BitRail User Agreement, GunBroker will share your User Information necessary to verify your identity with BitRail; and

**(iii) Other than for payments for Fees from Sellers that we have received, we are not responsible for any claims or disputes you may have regarding payment processing by the GunBroker Pay System or use of your personal data by BitRail or its service providers, and you agree not to assert any such claim against GunBroker.com or its service providers.**

b. Other Payment Processes. For the convenience of its Users, GunBroker.com has integrated certain third party payment processes into the Site, including credit card payment gateways and other third party payment processor gateways (collectively, and not including those of BitRail described above, “**Payment Platforms**”), where a Seller determines to accept payments through these Payment Platforms. We do not endorse and are not 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. Some Payment Platforms such as Paypal, Inc., do not allow use of their services for Firearms transactions. You agree that any use of Payment Platforms’ services is at your own risk.

d. 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.

## **9. 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, 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 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 may also create Aggregated Data from your User Information and Content, such as Listing and transaction information, to derive useful information (such as valuation information) from the Aggregated Data, and we may share and/or sell Aggregated Data to third parties.

b. Restrictions on Your Use of GB 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 marks are the property of their respective companies. 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. All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to us on or by the Site 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.

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 contact GunBroker.com’s Copyright Agent as described in the [Site Rules](#).

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.”

## **10. 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 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.

b. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NONE OF THE 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 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 GB Parties harmless from and against any and all claims and all Losses incurred by a GB 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. You hereby release all GB 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. 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) or any visitor to the Site, **you waive any claim against GunBroker.com and irrevocably release us**, our directors, officers, employees 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.

## **11. 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. 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 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.

### 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 ARBITARATION AGREEMENT BY GIVING YOUR AUTHORIZATION BELOW. YOUR AUTHORIZATION MEANS THAT BY AGREEING TO THIS USER AGREEMENT, 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. 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 OR SERVICES SHALL BE RESOLVED THROUGH MANDATORY ARBITRATION, AS PROVIDED ABOVE. HOWEVER, IF MANDATORY ARBITRATION IS UNAVAILABLE FOR ANY REASON, SUIT TO RESOLVE DISPUTES MUST 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.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND GUNBROKER.COM AGREE THAT (A) ANY DISPUTE SHALL BE RESOLVED BY MANDATORY ARBITRATION; (B) THAT SHOULD MANDATORY 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.

**12. General Provisions**

a. Notices. Notices under Section 11(c) (Dispute Resolution by Arbitration) above shall be given exclusively by written mail to us at GunBroker.com, LLC, 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, 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.

a. 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 key pad, 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 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.

d. Entire Agreement. This Agreement consists of the provisions of this Agreement, the GunBroker.com Privacy Policy, Site Rules and any and all other documents incorporated herein. These provisions 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 held 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 held 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 (including the Site Rules or 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. GB 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.

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