GunBroker.com User Agreement
[*]*Updated Effective as of May 09, 2022*

(see previous version and summary of changes)

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 (or other sites under this agreement, including www.gungenius.com, collectively, the "**Site**"), you agree to the following terms with Outdoors Online, LLC dba GunBroker.com ("**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.

"**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, 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 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, 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:

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    - *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, 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, 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, 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. Third Party Payment Platforms. 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 credit card payment gateways and other third party payment processor gateways (collectively, "**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. You also agree that:

(i) Other than for payments for Fees from Sellers that we have received, and except as set forth in our Buyer's Protection Program, we are not 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; and

(ii) Any use of Venmo, Zelle, Apple Pay or other cash-transfer methods to make payments to Sellers is at your own risk. These payment methods do not allow chargeback rights for consumers and are not recommended for use by GunBroker.com Users for payments to Sellers. 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.

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 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. 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 ACCOUT, 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, 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, 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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GunBroker.com Site Rules

***Effective April 20, 2022 (see previous version)**

The following describes the rules for use of the services provided by this Web Site. We reserve the right to supplement, revise or update these Site Rules at any time as stated in the GunBroker.com User Agreement ("User Agreement"). Your continued use of the Site following such amendment means you accept and agree to any such updates, revisions and additional rules.

All capitalized terms have the meanings given in the User Agreement, unless they are otherwise defined in these Site Rules. Furthermore, "you" as used in these Site Rules has the meaning given in the User Agreement.

Use of Our Services. Our services are only available to individuals who can form legally binding contracts under Applicable Law. Our services are not available to minors. If you do not qualify for an account for this reason, please do not use our services. This Site provides a forum for Buyers and Sellers to engage in transactions for Items, including without limitation Firearms, Ammunition, knives, swords, hunting equipment, and related products. If you use our services for Firearms or Ammunition, then you agree to comply with all Applicable Law for engaging in a lawful Transfer of such items, as described in the User Agreement. We are not involved in the transactions between Buyers and Sellers ourselves and we are not responsible for the outcome of a transaction except to the extent described in these Site Rules and in the User Agreement.

Auctions. We provide an advertising venue for Sellers to list and sell Items and Buyers to bid on and purchase Items. We do this through an auction-like format, although we are not auctioneers. When a Seller lists an Item, the Seller provides basic information about the Item, sets out the terms of the sale (which may vary from the basic terms in these rules in some instances), and the Seller may, if he chooses, set a reserve price, a minimum bid or starting bid, and optionally a BuyNow! price. Below you will find further information and rules on selling and bidding on the Site.

The winning bidder is the highest bidder on the Item, or in the event of a tie, the bidder who placed the highest bid first. In the case of a reserve price auction, a bid is only a winning bid if it meets or exceeds the reserve price on the Item. An offer to purchase the Item at the BuyNow! price is automatically and immediately accepted, with no bidding.

Fixed-Price Listings. A Seller may post a Listing for an Item at a fixed price, with no bidding. The fixed price is the amount the Seller is willing to accept. An offer to purchase will be automatically and immediately accepted, at the fixed price. Fixed-price Listings allow the Seller to list a quantity of the same items in a single Listing, which includes the total quantity of items available and the fixed price of each item. A potential Buyer may purchase one item or multiple items, up to the total quantity available.

Fixed-Price Listings with Accept Offers. When a Seller posts a Listing for an Item at a fixed price, the Seller may select the option to Accept Offers from potential Buyers. The Seller may set an Auto Accept Price and an Auto Reject Price, neither of which is disclosed to potential Buyers. The Auto Accept Price is the amount the Seller is willing to accept, and it must be less than or equal to the fixed price. The Auto Reject Price must be less than the Auto Accept Price.

An offer is a commitment to buy the Item at the offer price. The offer is active for 48 hours and cannot be retracted. An offer that is equal to or greater than the Auto Accept Price will be automatically and immediately accepted. An offer that is equal to or less than the Auto Reject Price will be automatically declined.

An offer that is greater than the Auto Reject Price, but less than the Auto Accept Price, will be presented to the Seller for review. If the Seller accepts the offer, the Item is sold at the offer price. The Seller may not propose a counter offer. If the Seller takes no action within 48 hours, the offer is automatically declined.

Fixed-Price Listings with Take a Shot. When a Seller posts a Listing for an Item at a fixed price, the Seller may select the option called Take a Shot which allows potential Buyers to submit an offer at any price. An offer is a commitment to buy the Item at the offer price. The offer is active for 48 hours and cannot be retracted. Each offer is presented to the Seller for review. If the Seller accepts the offer, the Item is sold at the offer price. The Seller may not propose a counter offer. If the Seller takes no action within 48 hours, the offer is automatically declined.

Registration

1. Registration Accuracy. In order to use our Site you must first Register. You must provide true and accurate User Information about yourself in the registration form. It is your responsibility to keep your User Information up-to-date. It is a violation of U.S. federal law to make bids in a false name or with an invalid credit card, even if our software initially accepts such a bid. Please be aware that even if you do not provide your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Do not test our auctions with false bids. This puts you at substantial personal legal risk. Fraudulent bidders will be prosecuted to the fullest extent of Applicable Law. Currently, various state, federal and international law enforcement agencies, including the U.S. Department of Justice, Federal Bureau of Investigation (FBI) and the U.S. Secret Service, have become involved in investigating Internet fraud cases.
2. Member Account, Password and Security. Once you register, you will receive a User ID and a password. You are responsible for maintaining the confidentiality of your User ID and your password. You are also entirely responsible for any and all activities that occur under your User ID and password. 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.

Sellers' Rules

1. Listing. Once you Post a Listing of an Item for auction it becomes an irrevocable offer to sell the Item to the winning bidder. Once there is a winning bid, you have a binding legal agreement to sell the listed Item to the winning bidder under the User Agreement, these Site Rules, and according to the terms of your Listing for the Item. Once you list an Item and receive a winning bid, you cannot withdraw it from sale. Please carefully consider these obligations *before* you place an Item for auction. In the case of any conflict

between the terms of your Listing and the User Agreement, the provisions of the User Agreement shall prevail.

Note that under the GunBroker Privacy Policy, by Listing an item, you authorize us to release your contact information, including your name, address, email address and telephone number (in addition to any other information provided by you in your Listing), to the bidders who place bids on the Item you list.

2. Listing Content. A Listing must offer a specific product or service at a specific price. Any Listing we consider to be general advertising instead of an offering of a specific product or service may be removed at our sole discretion. We reserve the right to edit (but have no obligation to do so) or remove a Listing for violations of Applicable Law, violations of these Site Rules or the User Agreement, or in our sole discretion. We may move a Listing to another category if we consider the Listing inappropriate for the listed category, so put your Listings in the most appropriate category.

For the convenience of Sellers, we may offer catalogs of stock images, data, descriptions, and product specifications that are provided by third parties ("**Catalog Content**"). You may use Catalog Content solely on the Site in connection with your Listings on the Site.

While we try to offer reliable data, we cannot promise that the Catalog Content will always be accurate and up-to-date, and you agree not to hold our Catalog Content providers or us responsible for inaccuracies in such content. If you choose to include such Catalog Content in your Listings, you continue to be fully responsible for your Listings and for ensuring that your Listings are accurate, do not include misleading information, and comply with the User Agreement, these Site Rules and all GunBroker.com policies.

The Catalog Content may include copyrighted, trademarked, or other proprietary materials that belong to us or third parties. Your right to use the Catalog Content is strictly limited to use on the Site with your Listings on the Site, and for no other reason whatsoever. The Catalog Content is for your personal use only, and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. You may not remove any copyright, proprietary, or identification markings included with the Catalog Content, or create any derivative works based on Catalog Content (other than by including them in your Listings). You further agree not to enable or allow any third parties to do what you are prohibited from doing herein.

Your description of the Item must be accurate and truthful. Adding additional unrelated keywords to your Listing to make it appear through our search facilities is prohibited. Item titles may not be in ALL CAPS. We do not allow the Posting of multiple Listings for the same item; excessive duplicate Listings may be removed at our sole discretion without notice.

3. Prohibited Listings. You must have the legal right to sell any Items you list on our Site. You may not list the following on our Site: (a) live animals; (b) human body parts (e.g.,

relics, skulls, human remains or other parts); (c) items that promote hatred, violence or discrimination, include any items involving the Ku Klux Klan/KKK or US Confederacy (whether flags or other symbols or memorabilia); (d) CBD or other cannabis-related products; (e) bulk email lists; (f) illegal weapons, instructions, kits, plans, or parts designed to illegally convert firearms to full-auto fire; (g) instructions, kits, plans, or parts designed to illegally build silencers; (h) instructions on how to build bombs or explosives; (i) unauthorized replicas, (j) items containing faces, names or signatures of any person unless authorized by that person; (k) hazardous, restricted or toxic materials or substances; or (l) multi-level marketing or similar programs. You may not list any Item that would cause us or you to violate any Applicable Law. You may not list any Item that is stolen or counterfeit. Your Listing may not be defamatory, libelous, threatening or harassing; and it may not contain obscenity or child pornography.

4. Viruses, Etc. You may not use the Site to distribute viruses or other technologies that may harm the Site or the interests or property of us or of any other User.
5. Self-Service Advertising. A Seller may create and post advertising to promote Listings using the optional Self-Service Advertising (SSA) Ad Platform. Use of the SSA Ad Platform is governed by the User Agreement and by the Self-Service Ad Platform Terms and Conditions.
6. Non-U.S. Sellers. As long as all Applicable Laws of the countries of residence of both Buyer and Seller are followed, non-U.S. Sellers are welcome to list Items for sale on the Site. Laws may vary considerably, and you as Buyer and Seller assume complete responsibility for compliance with all Applicable Law of the U.S. and other jurisdictions in these cases. You agree that any guidance provided on the Site (whether as part of these Site Rules, the User Agreement or elsewhere) does not constitute legal advice to you or any other person, and you are responsible for ensuring that you obtain any legal advice necessary to ensure your compliance with Applicable Law that applies to your Listing and Item (including its sale, Transfer, shipment or purchase). Please keep in mind that the vast majority of Buyers and Sellers using this Site are located in the U.S., so Buyers tend to assume that the Items are located in the U.S. If the Item is not located in the U.S., you must clearly identify the country in which the Item is located in your Listing. This is necessary because the cost of importing an Item into the U.S. may be higher than the cost of shipping an Item within the U.S., due to import fees and tariffs. We reserve the right to void and/or remove a Listing where the Item is located outside of the U.S. and the country of origin is not clearly identified in the Listing.

If an Item is sold to a U.S. Buyer by a non-U.S. Seller, the Item must be legally imported into the U.S. in compliance with all Applicable Law including any permits for import and/or customs declarations required under Applicable Law. Certain Items may not be imported into the U.S. or other jurisdictions under Applicable Laws that vary by jurisdiction (whether federal, provincial, state or local).

The import of any Firearms or Ammunition requires a Federal Firearms License (FFL) holder to carry out certain filings with U.S. Customs and Border Protection and the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF). If you do not file the proper paperwork *before* shipping the Item, the Firearm will be confiscated by the authorities. You should contact an FFL holder or

an International Firearms Transfer Agent about any Item that you intend to import into the U.S. *before* Posting a Listing on our Site. We provide a list of International Firearms Transfer Agents who are part of our FFL Holder Network.

Buyers' Rules

1. Bidding. If you place a bid on an Item it is an irrevocable offer to buy the Item at the price in the bid. If you place the winning bid, you have a binding legal agreement with the Seller to buy the Item at the winning bid price on the terms in the Item Listing and according to these Site Rules. You must resolve any questions you have about the Item by contacting the Seller of the Item *before* placing a bid. Do not place a bid until you are sure that you understand what you are bidding on and, if necessary, after you have received answers to any questions you have from the Seller.

Once a bid is placed, you may not cancel or retract the bid without the permission of the Seller. The Seller is not obligated to grant permission to retract or cancel a bid, and this Site will not request permission from the Seller for a bid retraction or cancellation on your behalf. Any bid cancellation must be worked out between bidder and Seller without assistance from the Site.

Bidding is subject to bid increments and Items may be subject to a minimum bid.

Note that under the GunBroker Privacy Policy, by bidding on an Item, you authorize us to release your contact information, including name, address, email address and telephone number, to the Seller who listed the Item.

2. Payment. Where a Seller has not made use of the GunBroker Pay System or another Payment Platform on the Site, Buyers must remit payment directly to the Seller for any Item purchased or won. In such cases, if you pay us for an Item you won, we may deduct from that payment any fees or costs (such as check fees and/or credit card transaction fees) we incur as a result of receiving your payment and having to refund your payment. In addition, in such cases, we do not receive information from either the Seller or Buyer whether the sale of an Item was completed unless we are contacted by a Seller or Buyer.
3. Non-U.S. Buyers. As long as all Applicable Laws of the countries of residence of both Buyer and Seller are followed, non-U.S. Buyers are welcome to bid on Items listed on our Site. Laws may vary considerably, and you as Buyer and Seller assume complete responsibility for compliance with all Applicable Law of the U.S. and other jurisdictions in these cases. You agree that any guidance provided on the Site (whether as part of these Site Rules, the User Agreement or elsewhere) does not constitute legal advice to you or any other person, and you are responsible for ensuring that you obtain any legal advice necessary to ensure your compliance with Applicable Law that applies to your Listing and sale or purchase. Please keep in mind that the vast majority of Buyers and Sellers using this Site are located in the U.S., so Buyers tend to assume that the Items are located in the U.S. If the Item is not located in the U.S., you must clearly identify the country in which the Item is located in your Listing. This is necessary because the cost of importing an Item into the U.S. may be higher than the cost of shipping an Item within

the U.S., due to import fees and tariffs. We reserve the right to void and/or remove a Listing where the Item is located outside of the U.S. and the country of origin is not clearly identified in the Listing.

If an Item is sold to a non-U.S. Buyer by a U.S. Seller, the Item must be legally exported from the U.S. and imported into the Buyer's country in compliance with all Applicable Law, including any permits for import and/or customs declarations required by Applicable Law. Certain Items may not be exported from the U.S. to or other countries or jurisdictions, according to Applicable Law that varies by jurisdiction, whether federal, provincial, state and/or local.

The export of any Firearms or Ammunition requires a licensed firearms exporter located in the U.S. who will work with a licensed importer in the Buyer's country to complete the Applicable Law for an international transfer. As a Buyer outside the U.S., you should contact a licensed U.S. exporter and a local licensed importer (and/or an International Firearms Transfer Agent) about any Item that you intend to obtain *before* placing a bid on the Item. You should also contact the Seller *before* placing a bid to verify that the Seller is willing to participate in the export process. We provide a list of International Firearms Transfer Agents who are part of our FFL Holder Network.

Terms of Sale

1. Basic Terms of Sale. Unless the Listing terms for a particular Item are different, the basic terms of sale of an auction Item are as follows:

- Buyer pre-pays in U.S. funds by personal or business check, bank check, money order, or Escrow services before any shipment to Buyer.
- Personal or business checks may be held by Seller until they clear (maximum of ten business days).
- Buyer pays estimated actual cost of shipping and insurance.
- Title to the Item passes upon delivery of the Item to the Buyer.
- Payment must be received within 10 days of initial contact by Seller after auction closes.
- Item is guaranteed to be working and as described in the applicable Listing when delivered; no other warranty (express or implied) is offered by Seller.
- Items must be shipped promptly upon clearance of funds.
- Seller (or Seller's common carrier) is responsible for the Item until the Item is received by the Buyer or the Buyer's transfer dealer in the case of Firearms.

In general, no transaction should take over 30 days from the close of an auction until the Buyer receives the Item. We strongly recommend insuring all shipments and using delivery confirmation wherever possible. We do not offer insurance of any kind. Buyer may elect to buy insurance, an extended service agreement, or another product to protect the purchase of an Item from a third party. When the Item is a new or used firearm, we may present to the Buyer the option of purchasing a Firearm Service Agreement (FSA) which is offered and administered by a third-party company. The FSA may not be available in all states and is subject to the terms and conditions established by the company.

2. Required Terms of Sale. The following terms of sale may not be modified by the terms of any Listing for a particular Item; any attempt to do so will be invalid and these terms will control.

- Please review our Firearms Shipping Guide.
- Firearms must be shipped only to a Federal Firearms License (FFL) holder. If the Buyer is an FFL holder, the Buyer must mail or fax a copy of his/her FFL to the Seller *before* the Item can be shipped.
- If the Buyer is not an FFL holder, a transfer dealer with an FFL is required to facilitate the transfer of firearms ownership between individuals. Buyer must mail or fax a copy of the transfer dealer's FFL to the Seller *before* the Item can be shipped. Buyer must make arrangements with a Transfer Dealer *before* placing a bid.
- Items such as Ammunition or knives may require you to send the Seller a copy of government-issued proof of age such as a copy of your driver's license or passport) *before* the item can be shipped.

Auction Closing

Auction Listings display the scheduled closing time for the auction. If there is bidding activity on the auction within 15 minutes of when the auction is scheduled to close, the auction automatically switches into a special mode analogous to the "going, going, gone" period of a live auction. In this mode, the auction is automatically extended until there have been no bids placed within 15 minutes. When 15 minutes have passed with no bidding activity, the auction closes.

REST API and Sandbox Test Environment. We offer a REST Application Programming Interface (API) which allows a registered User to interact with our Site using, for example, user-created software applications or web pages. We also offer Sandbox, which is a testing environment with features that closely mirror some of the features active on our regular Site. Using the API, registered Users can execute and test selected functions on the Sandbox site. To access the API and Sandbox, the User must request and use a confidential security access key known as a DevKey. All REST requests must be sent using HTTPS and must contain a valid DevKey header. We do not provide technical assistance to API users unless we conclude there is a defect in the API itself. Use of the API and the Sandbox testing environment is governed by the User Agreement and by additional Terms and Conditions.

Our Fees

1. Fees. Our fees are detailed on our Fees page. We may add, delete or change some or all of our Services and Fees at any time in our sole discretion, and any such change will take effect without further notice to you. It is your responsibility to check these Site Rules and the Fees page *before* you engage in a transaction. Unless otherwise stated, all Fees are quoted in U.S. dollars. You are responsible for paying all applicable taxes as required under Applicable Law and for all hardware, software, service and other costs you incur when you bid, buy, list or otherwise access our Site. Except as expressly stated

in the User Agreement, ANY AND ALL PAYMENTS MADE TO US ARE NON-REFUNDABLE. This rule applies whether or not the Item sells.

2. Incomplete Transaction Credits. If a transaction is not completed by the bidder for any reason, we will credit the Seller for a re-list of the Item. Follow the instructions on our Fees page to receive this credit. If a Seller refuses to complete any auction with a winning bidder, we will not issue a credit for any Fees that Seller incurs for that incomplete transaction. We will not issue credits for any sales that violate these Site Rules or the User Agreement, including illegal, improper or invalid Listings, or Listings that incur fees due to "shill" bidding.
3. Fee Avoidance. You are not permitted to avoid or circumvent paying our Fees. By this we mean that activities such as the following are prohibited:

- Using contact information obtained from our Site or using a website feature to:
    - offer to sell merchandise outside of our Site;
    - offer to sell an Item outside of the Site to a bidder who placed a bid but did not meet the reserve price; or
    - sell duplicate or additional merchandise outside of the Site to non-winning bidders.
- Canceling a Listing so that you may sell the Item to anyone who contacted you through our Site or who became aware of the Item through our Site.
- Ending an auction early to sell the Item at a higher price to a winning bidder.
- Offering in a Listing the opportunity to purchase the Item or other merchandise outside of our Site.
- Linking to an Item on another website that is identical to the Item offered at auction but is priced lower than the auction item's reserve price or starting bid.
- Listing an Item with a low price but charging unreasonably high shipping or handling costs.
- Listing a single Item and offering additional identical Items for sale in the item Listing. In this type of Listing, the Seller instructs Buyers to indicate the number of items they want and states that they can get the same price as the Item in the Listing.

If you engage in one of these practices once, we reserve the right to terminate your account immediately. In the event we issue a warning to you, repeated violations will lead to a termination of your account.

4. Advertising Services. Payment for any of our advertising services (Self-Service Advertising, Top of Page Banner Ads, Category Sponsorships, Newsletter or Opt-In Mail Advertising, etc.) is non-refundable, other than as expressly stated in the Self-Service Ad Platform Terms and Conditions or in a separate agreement between you and GunBroker.com.

System Abuse

1. Refusal of Service and Indemnification. We reserve the right to refuse service to anyone. We will exercise this right with Buyers who win an auction and fail to complete the

transaction, and with Sellers who list an Item and fail to sell it to the winning bidder(s). If you are found to have engaged in any abusive or fraudulent activity in connection with the Site, we may terminate your account. You are liable for and must indemnify, defend and hold us harmless from all Losses and pay any costs incurred by us for your misuse of the Site or for your violation of any of the Site Rules and the User Agreement, including but not limited to the amounts of third party claims against us, our actual attorneys' fees and collection costs, and our fees incurred for any Items you win but fail to pay for or any Items on which you place false bids, as well as the cost of our time spent in resolving deliberate rules violations.

2. Side Deals. If a bid does not meet or exceed the reserve price (if any), on the Item then the bid is not a winning bid and the non-winning bidder is not obligated to buy the Item. Sellers are prohibited from soliciting or engaging in "side deals" with non-winning bidders during or after the auction. Non-winning bidders are prohibited from contacting Sellers and requesting a side deal during or after the auction. Soliciting or engaging in side deals may result in suspension or termination of your account.

Any such transaction made between a non-winning bidder and a Seller is a "side deal" and is outside the scope of this auction Site and the Site Rules (other than the paragraph immediately above prohibiting side deals). We will not provide contact information for Users involved in a side deal. Buyers and Sellers involved in a side deal cannot post feedback and cannot use the Site's problem resolution tools. Our Buyer's Protection Program (see Section 6 of the User Agreement and Section 4 below) does not cover side deals. We provide absolutely no assistance of any kind for Buyers and Sellers involved in a side deal in the event of problems.

3. Bid Manipulation. Bid manipulation of any kind is expressly forbidden. A Seller may not place bids or arrange to have bids placed on his behalf. Shill bidding is not allowed and may be a violation of Applicable Law. Shill bidding means placing a bid, or asking a third party to place a bid, in order to create an artificial bidding war. Buyers may not communicate with each other in order to manipulate the final purchase price of an item.
4. Buyer's Protection/Dispute Resolution. Our Buyer's Protection Program may offer compensation up to $400 per item if you have been defrauded and your transaction is eligible under the program. However, the program is not a substitute for common sense and due diligence, and Buyers have a responsibility to take steps to prevent problems. We provide a feedback system where Buyers and Sellers can publicly post their experiences with each other. *Before* placing a bid, a Buyer should check the Seller's feedback to see how the Seller has handled himself in past transactions. However, please be aware that even long-term users with excellent feedback may have accidentally compromised his or her account (via account hijacking), so do not rely solely on a user's rating to protect yourself.

We strongly recommend that the Buyer use either a credit card or an online Escrow service because of the extra protection these payment options offer.

To avoid some of the most common issues with online fraud, we strongly recommend that you:

- **never use Venmo, Zelle or any other cash-transfer payment method that does not permit chargebacks**
- **never send cash by mail, as this provides no proof of payment, and**
- **never wire money outside your own country**.

Where not eligible for the Buyer's Protection Program, all other complaints about a Buyer or a Seller in an auction must be addressed 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. Although disputes between Buyers and Sellers are rare, our Site is only a transaction venue and we will not arbitrate disputes or arguments between Users.

5. Unauthorized Use of Mail System/Spam. Our User-to-User messaging system ("Ask a Seller a Question," "Mail this Listing to a Friend," etc.) exists solely to allow contact between a bidder (or potential bidder) and a Seller for the purpose of engaging in or completing an auction transaction. You are prohibited from using the messaging system for any other purpose. You may not contact bidders on similar listed Items and promote your own Items or offer another item for sale. You may not use this Site to engage in "spamming" (sending unsolicited commercial email to other users) for any purpose, including promoting the Site to earn affiliate program awards. Spamming will be reported to the applicable ISP(s) for further punitive action and may result in criminal or civil penalties under various Federal or state "anti-spam" laws. Abuse of our mail system and/or sending spam is a serious offense and will result in closure of your account.
6. Use of Message Boards. Users wishing to participate in the message boards offered on the Site must adhere to the following rules. In using the message boards, you may not:

- Include profanity, vulgarity, hate speech, disruptive or hostile comments, interpersonal disputes, or threats of violence in any post.
- Include any material in a post that is pornographic or adult in nature.
- Attempt to impersonate GunBroker personnel or any other user.
- Refuse to follow GunBroker staff instructions to you.
- Post any materials that violate the User Agreement or these Site Rules.
- Include another person's email address or other contact information in a Post to the Site.
- Advertise any merchandise or offer to trade, or solicit charitable donations.
- Post URLs or use JavaScript or active code in Posts, make repetitive Posts, or otherwise take actions that interfere with Site operations.

7. User-Generated Content. We are not responsible for user-generated content such as Postings, Item Listings, messages on our message forums, feedback, pictures, etc. You are solely responsible for any Content or information that you Post to the Site; we are only a passive conduit for your online distribution and publication of your information. If you post information that is libelous, slanderous, violates any Applicable Law, or violates the intellectual property rights of anyone else, you will be solely liable for the consequences. We may take any action, including but not limited to removing the

content or suspending or terminating your account, deemed necessary in our sole discretion to protect ourselves if we believe your information may create liability for us or may cause us to lose the services of our ISPs or other suppliers.

Participating in Advertiser Promotions

You may click on advertisements, or otherwise correspond with or participate in promotions of the advertisers that advertise on our Site. To the fullest extent allowed under Applicable Law, any such action, participation or correspondence is solely between you and the advertiser and we have no responsibility or obligation to you or the advertiser for your transactions or correspondence.

Feedback

Feedback may only be posted between the Buyer and Seller in a transaction. Feedback is associated with a specific Item Listing and must pertain specifically to that Listing. If you submit feedback, make sure that your rating and comments are truthful to the best of your knowledge and accurately reflect what happened in the transactions; be careful not to submit feedback hastily and in anger. Do not take any actions that would undermine the integrity of the feedback system, including Posting false good feedback to artificially improve another User's rating or Posting false bad feedback to damage another User's rating. If you accumulate excessive negative feedback or display a pattern of unacceptable behavior your account may be suspended or permanently terminated.

This Site is not responsible for the information posted by a User in the feedback system. It is not our responsibility to determine the "truthfulness" of posted feedback, and we do not arbitrate disputes over feedback. We reserve the right to remove any User-posted feedback at any time for any reason.

Scheduled Maintenance/System Downtime

We reserve the hours between 1:00 am and 6:00 am (Eastern Time) for system maintenance. This may or may not cause system downtime. Auction ending times may be extended without notice as a result of scheduled or unscheduled downtime, but any such extensions are made in our discretion.

Technical Difficulties

We are not responsible for bids not being processed or not being accepted due to technical difficulties. Auctions will not necessarily be extended due to technical problems. Do not wait until the last minute to bid!

Termination

We may, at our sole discretion, terminate your account at any time if your conduct fails to conform to the GunBroker User Agreement or these Site Rules. We may in our discretion terminate your account immediately if you harass, are abusive to, or use profanity directed to other Users, our Site or our personnel. Such action will also result in a notation appearing in your feedback.

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