

## **User Agreement**

In order to utilize the website [www.usmoneyreserve.com](http://www.usmoneyreserve.com) and other services provided by U.S. Money Reserve (“USMR”) including but not limited to placing Sales Orders from USMR, and placing Purchase Orders to USMR, you are agreeing to the following terms, including, without limitation, the terms available by hyperlink (the “User Agreement”). These terms apply to all Orders, all Sales and all Purchases, whether made through the Website, by telephone or otherwise between USMR and client. The Agreement is entered into with all client(s) and USMR for the purchase, sale and trade of precious metals, independent graded coins, rare currency and all other products which USMR offers or may offer in the future.

This User Agreement contains 12 Sections. You may navigate directly to any Section by selecting the appropriate link below. The headings and subheadings below are for reference only and do not limit the scope of each section. Certain capitalized terms have specific definitions in Section 12 (Definitions).

The User Agreement governs all Sale and Purchase transactions, including but not limited to placement of Sales Orders from USMR and Purchase Orders to USMR, as applicable, and are incorporated by reference into and made part of the USMR Website. This User Agreement does not cover the purchase of precious metals for USMR's Self Directed IRA program. If you are interested in that program, please see the IRA section on our website and complete the IRA application.

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### **1. Buying from Us**

#### **A. Placing an Order**

Clients from the United States and Canada may place an order with USMR by telephone with a sales representative or via the USMR Website. All sales are then verified with the client by telephone.

#### **B. Sales Order Price Confirmations**

When buying online from USMR, the price at which your Sales Order is submitted is the price quoted on the Website or by the sale representative once the order is confirmed by the client. The charges USMR adds are for shipping, handling and all applicable taxes, including without limitation, any taxes charged by Canada, which are disclosed at the time of purchase. Your confirmation number for your transaction will be provided in your return email.

### **C. Cancellations of Sales Orders with USMR**

Once USMR has issued a Sales Order confirmation, (a) all prices are locked in, and (b) there is a binding contract between USMR and you for your transaction and, as a result, any market risk for breach is transferred to you at the time the Sales Order is confirmed, and any additional applicable administrative fees. Thereafter, you have no right to cancel your Sales Order(s). However, if you default in your performance of payment, shipment or any other required act, USMR may cancel your Sales Order(s). USMR reserves the right to cancel any Sales Order at any time and for any reason.

### **D. Sales Order Changes**

A Sales Order may not be changed. We suggest you take the time and exercise the necessary diligence up front to make sure the Product you want is exactly what you request from USMR as reflected in your Sales Order.

### **E. Sales Order Payment Requirements**

When you buy from USMR, you must ensure that your payment is received by USMR. If you default and payment is not timely received by USMR, USMR reserves the right in its sole discretion to (a) accept your payment; (b) refuse your payment and cancel your Sales Order; (c) close your account; and/or (d) preclude you from placing future purchases with or from making future Sales to USMR.

When making payment by mail or wire, we recommend making payment the same day your Sales Order is placed and, when mailing payment, that you use a Federal Express or a similar service that offers priority delivery and provides you with a tracking number.

If you default and your payment is not timely received by USMR and a decline in the market value occurs, you will be liable for any Market Loss per our Market Loss Policy. You agree you have full responsibility and liability to USMR for any administrative fee and/or Market Loss. Any Market Gain on cancellations shall vest in and remain the property of USMR.

## **2. Sending Your Payment**

Payment instructions will be issued online on the Website of the online Sales Order after you place your Sales Order. Payment must be dated within 24 hours of your Sales Order date and time. If you default and do not meet these requirements, USMR reserves the right to cancel Sales Orders. USMR does not accept C.O.D Sales Orders. USMR reserves the right to refuse or cancel any Sales Order at any time. You waive any right to any claim of any kind or nature whatsoever or actual damages of any kind or nature whatsoever.

#### **A. Payment Options**

**Credit Card:** USMR may, but is not obligated to, accept VISA and MasterCard for Sales Orders up to \$5000.00. All Credit Card Orders are manually approved during payment clearing time, which is typically within one business day for payment to verify and funds to clear. Some Credit Card Orders, however, may require additional clearing time if subject to further review by our fraud team. USMR will only ship to the Credit Card billing address you provide. USMR requires the Credit Card billing address entered to match the address on record with your Credit Card company. Please confirm that the shipping address you provide is the same as your billing address before placing Credit Card Sales Orders. You waive any right to any claim of any kind or nature whatsoever or actual damages of any kind or nature whatsoever. USMR has the right to refuse any Credit Card payment for any reason in its sole discretion.

**Cashier's Check, Personal Check, and Money Order:** USMR may, but is not obligated to, accept the approved forms of Paper Check for an online order up to \$50,000.00: Cashier's Checks, Personal Checks and Money Orders. You will also receive a 3% discount over Credit Card Orders on Paper Check Orders. USMR is unable to accept Personal Checks from Canadian customers. USMR deposits all of these payment types for collection.

Paper Checks Orders MUST be received by USMR within 10 calendar days of your Sales Order placement. All orders not paid within this time frame will be cancelled and administrative fees/Market Loss Policy will apply and billed without any exceptions made.

The payment clearing time begins when USMR receives the paper check. To minimize the risk of fraud, Paper Check Orders will require up to an additional 10 calendar days for payment to be verified and funds to clear.

IF THE CASHIER'S CHECK, MONEY ORDER OR PERSONAL CHECK IS NOT RECEIVED BY USMR WITHIN 10 CALENDAR DAYS FROM THE DATE YOU PLACED THE SALES ORDER(S) AND YOU HAVE MAILED THE PAYMENT, USMR WILL REQUIRE PROOF OF MAILING TO AVOID ORDER CANCELLATION AND MARKET LOSS/ADMINISTRATIVE FEES. USMR STRONGLY RECOMMENDS THAT YOU SEND YOUR PAYMENT WITH MAILING/TRACKING CONFIRMATION.

**Bank Wire:** USMR may, but is not obligated to, accept Bank Wire Orders with a \$1000.00 minimum and a \$100,000.00 maximum. For Bank Wires, your payment clearing time is instant

upon receipt of payment and funds are verified. You will also receive a 3% discount over Credit Card Orders on Bank Wire Orders.

All Bank Wires MUST be received by USMR within one business day of the placement of your Sales Order(s). All orders not paid within this time frame will be cancelled and administrative fees/Market Loss Policy will apply and billed without any exceptions made. For example, if a Sales Order is placed before midnight on a Saturday, the Bank Wire would need to be received by USMR by close of business on Monday. If a Sales Order is placed before 8 a.m. CST on a non-holiday Monday, the Bank Wire would need to be received by USMR by the close of business on Monday. A Sales Order placed Monday evening would need to be received by USMR by Tuesday at close of business.

If you are ordering with a Cashier's Check, Personal Check, Money Order or Bank Wire, during checkout you will have to enter a valid VISA or MasterCard Credit Card in order to: 1) verify your identity; and 2) enforce our Market Loss Policy in case of cancellation or failure to timely mail your payment as outlined herein. Your Credit Card will only be charged if you cancel your Sales Order, or your Bank Wire or Paper Check payment is not received within the required time period. Administrative fees/Market Loss Policy will apply and billed without any exceptions made.

## **B. Currencies**

We currently accept payments for Sales Orders in US Dollars only. Payment amount must equal prices quoted in USD.

## **3. Shipping Your Product**

A Sales Order processing time is the period after payment has cleared, and when the Order is prepared and fulfilled for shipment. Order processing time is typically completed within 3 business days. Sales Orders are shipped by USMR, in our discretion, by Registered/Insured U.S. Mail, UPS, Federal Express or other common carrier. Each package is fully insured with adult signature required upon delivery. Packages sent registered and insured mail can take on average 5-10 Business Days to be received. Packages cannot be rerouted/redirected. Holds for pickup at post office or other common carriers are forbidden and monitored.

### **A. Estimated U.S. Shipping, Handling and Insurance Charges, Subject to Price Change by Carrier**

- \$15.00 (USD) for Sales Orders up to \$499.99 (USD)
- \$25.00 (USD) for Sales Orders up to \$999.99 (USD)
- \$35.00 (USD) for Sales Orders up to \$4,999.99 (USD)
- \$45.00 (USD) for Sales Orders up to \$9,999.99 (USD)

- \$55.00 (USD) for Sales Orders up to \$14,999.99 (USD)
- \$65.00 (USD) for Sales Orders up to \$24,999.99 (USD)
- FREE for Sales Orders of \$25,000.00 (USD) and over

## **B. Insurance for Sales Orders**

USMR insures all of its Sales Order shipments to you for the sale value of the enclosed Product(s) purchased from USMR, subject to the following limitations. USMR must be notified in writing of a lost package within thirty (30) days from the ship date of your order. Should anything happen while your package is in transit, you might be permitted to claim coverage under our insurance policy provided that you directly receive the package from the common carrier. Neither we, nor our insurance company, accept (and we specifically disclaim) responsibility if you have left instructions with any carrier or delivery service to leave parcels for you without requiring your signature. Neither USMR, nor our insurance company, accept (and we specifically disclaim) responsibility if you have given any carrier or delivery service instructions to leave your package with anyone else. In such cases, your package will not be covered for insurance by USMR or our insurance carrier. If you do not receive the package directly from the common carrier, you agree to take all reasonable steps to assist in the recovery of the packages, including but not limited to filing out reports (and/or police reports) and providing all information needed or that may be requested to assist in recovery of the package. If you do not fully cooperate in recovery efforts, neither USMR, nor our insurance company or carrier, will have any liability to you.

When we ship to you, if Products are lost or damaged in transit, it is our responsibility to pursue and claim with the insurance company. If we determine the package is lost or damaged, USMR will file a claim. Once the claim is filed, we reserve the right to re-ship your items or refund your money at our discretion, and USMR shall have no further responsibility or liability to you. If there is any disruption in the delivery of a package to you, you agree to cooperate with us in any investigation or claim process and to take every reasonable action requested of you in the process.

## **C. Back Ordered Items**

Supply and demand problems may occasionally occur in USMR's business. If this should happen, USMR reserves the right to delay delivery of your Sales Order(s) up to 28 calendar days (from your expected shipping date) to fill your Sales Order. Provided that you have not defaulted in the terms of your completed transaction, even if the price were to rise, your price is locked in. If the price is lower we will honor the lower price. We will deliver Bullion (non-Numismatic) Product within 28 calendar days. If your Sales Order included a Numismatic or supply item from USMR and we are sold out, we will either place the item on back order, attempt to locate another or refund your original sales price.

#### **4. Expedited Shipping**

##### **A. Expedited Shipping**

Expedited Shipping may be available at your cost depending on the availability of USMR Inventory. If you want expedited shipping please call USMR at 1-800-867-6101 to determine if your order will qualify for expedited shipping.

#### **5. Canadian Orders**

Shipping rates for Canada are the same as the United States shipping rates but shipments to Canada may take longer to arrive. Please note that all applicable Canadian or Province taxes will apply to all Canadian Orders. For further information, please see: [www.cra-arc.gc.ca/menu-e.html](http://www.cra-arc.gc.ca/menu-e.html).

#### **6. USMR Return, Buy-Back and Customer Service Policies**

If you are not completely satisfied with your order, USMR will accept the return of any certified coin(s) within 30 days of purchase and provide a full refund, excluding shipping, handling and insurance costs, provided the certified coins are in their original condition and remain in their sealed container. Certified coins returned after 30 days of purchase may be refunded at either the current market value of the coin or the original purchase price of the coin minus a 20% restocking fee, at the sole discretion of USMR. There is no money back guarantee on bullion purchases, unless otherwise stated in a specific advertisement.

USMR maintains a dedicated Customer Service Department that handles all customer service issues, including liquidation requests, refund requests and complaints. If, at any time in the future, you decide you would like to sell any precious metal or coin products purchased from USMR, as a service to our customers, USMR will provide you the opportunity to sell such products back as detailed above. You are, of course, free to sell to others. Due to market conditions at the time of your sale and other factors, you may receive less than what you originally paid. Our Customer Relations Department can be reached at 1-800-867-6101.

This Return and Buy-Back Policy is subject to withdrawal or change by USMR without notice to the customer.

#### **7. Risks**

The markets for coins are unregulated. Prices can rise or fall and buying coins carries some risks. USMR is not affiliated with the U.S. Government and the U.S. Mint. Past performance of the coin or the market cannot predict future performance. USMR is always prepared to assist you in selecting coins for your

portfolio or collection. You understand, however, that the decision to purchase coins, and which coins to purchase, is ultimately yours alone.

**a. Authenticity Risks**

Forgery and counterfeiting are risks associated with the purchase of rare coins. To minimize these risks, it is recommended that customers purchase coins certified by one of the leading independent coin grading services. With the exception of certain uncertified circulated coins, each coin sold by USMR has been graded by the Professional Coin Grading Service (“PCGS”). This coin grading service is recognized within the coin grading industry for its superior expertise, and guarantees unequivocally that coins certified by it are authentic. USMR relies upon those guarantees in selling coins, and does not independently verify whether certified coins are authentic. Accordingly, USMR expressly disclaims any express or implied warranties otherwise attaching to the coins, including that the coins are merchantable.

**b. Grading Risks**

The retail price of a rare coin is highly dependent upon the condition or “grade” of that coin. Since grading is a subjective process, there is a risk in acquiring coins whose grades have not been independently certified by one of the leading independent coin grading services. The possibility exists that a coin could be misgraded by one of the independent grading services, and it is possible for such services to assign a different grade to the same coin up resubmission. The guarantees provided by such services provide protection against misgrading, given the continuing solvency of the services. USMR cannot be responsible for any of the services’ guarantees or for subsequent changes in their policies and expressly disclaims any express or implied warranties associated with the grades assigned by PCGS.

**c. Volatility**

The coin market is subject to substantial fluctuations including significant and rapid increase and decreases in retail pricing from time to time. Customers must be able to assume the risk of such price fluctuations.

**d. Special State Refund Policies**

**Alabama**

USMR provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that USMR receives written notice of the return within seven (7) calendar days after the date that you receive the merchandise. Your “receipt” of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an

independent depository. USMR shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund with thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by USMR, whichever is later. All other transactions are final once payment has been received and the order has been agreed to and processed.

### **Alaska**

USMR shall give the buyer a refund, credit, or replacement, at the option of the buyer, if:

1. The property or services purchased are defective, not as represented, or not received as promised by the seller;
2. Within seven days after receiving the purchased property, the buyer returns the purchased property and makes a written request for the refund, credit, or replacement; or
3. Within seven days after paying for the purchased services and before the services are provided, the buyer makes a written request for the refund or credit.

### **Arizona**

#### Notice of Cancellation

1. You may cancel this order without any penalty or obligation within three business days from the delivery of the merchandise, whichever is later.
2. If you cancel, any payments made by you will be returned within ten days after the receipt by the seller of your notice of cancellation.
3. To cancel this transaction, mail or deliver a signed and dated copy of your cancellation notice or send a telegram to U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717.
4. If you cancel, any merchandise or premium delivered to you must be returned at our expense to U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717, no later than twenty-one business days after the receipt of this merchandise or premium, whichever is later.

### **Arkansas**

This agreement offers you the right to cancel your first transaction as stated below:

Transaction Date: \_\_\_\_\_

You are entitled to cancel the agreement or offer referred to above at any time prior to midnight of the third day, excluding Sundays and holidays, after the day you signed the agreement or offer. Cancellation occurs when the buyer returns to the seller the Notice of Cancellation. In the event you cancel, the seller must return to you, within ten (10) days, (1) any payments made; (2) any goods or other property (or a sum equal to the amount of the trade-in allowance given therefor); and (3) any note or other evidence



of indebtedness, given by you to the seller pursuant to or in connection with the agreement or offer. After cancellation, the seller is entitled to receive back from you at your address any good previously delivered by him or her to you in substantially the same condition as delivered, providing he or she has returned any payments and good or other property received from you, to the extent indicated above. If the seller does not call for his or her goods at your address with twenty (20) days after you give notice of cancellation, you may keep them as your own.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO U.S. MONEY RESERVE, INC., PO BOX 170339 AUSTIN, TX 78717, NOT LATER THAN MIDNIGHT ON THE THIRD (3) DAY AFTER THE FIRST TRANSACTION.

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_

DATE

\_\_\_\_\_

BUYER'S SIGNATURE

**California**

**"NOTICE OF BUYER'S RIGHT OF CANCELLATION"**

You may cancel this transaction, without any penalty or obligation, within three business days following your receipt of this notice of cancellation and the receipt of any products, or in the case of services, within three business days following receipt of the attached notice of confirmation.

If you cancel, any payments made by you or authorized by you, pursuant to any telephonic solicitation and purchase agreement shall be returned to you within 10 days following receipt by the seller of your cancellation notice.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract, agreement, or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717, not later than midnight of the third business day after receipt of the products and this notice of cancellation.

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE

**Colorado**

**Notice of Cancellation**

1. You may cancel this order without any penalty or obligation within three business days from the delivery of the merchandise, whichever is later.
2. If you cancel, any payments made by you will be returned within thirty days after the receipt by the seller of your notice of cancellation.
3. To cancel this transaction, mail or deliver a signed and dated copy of your cancellation notice or send a telegram to U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717.
4. If you cancel, any merchandise or premium delivered to you must be returned at our expense to U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717, no later than twenty-one business days after the receipt of this merchandise or premium, whichever is later.

**Connecticut, Hawaii, Indiana, Kansas, Louisiana, Maryland**

**NOTICE OF CANCELLATION**

\_\_\_\_\_ (Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN SEVEN BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN THIRTY BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS

WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO U.S. MONEY RESERVE, INC. AT P.O. BOX 170339, AUSTIN, TEXAS 78717, NOT LATER THAN MIDNIGHT OF \_\_\_\_\_ (Date).

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Buyer's Signature)

### **Delaware**

You, the purchaser, may cancel this transaction without any penalty or obligation at any time prior to midnight of the seventh business day after receipt of this notice. If you cancel, any payments made by you under the sale will be returned within 10 business days following receipt by the seller of your written notice of cancellation and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any merchandise delivered to you under this contract of sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the merchandise available to the seller and the seller does not pick the merchandise up within 20 days of the date of your notice of cancellation, or agree to pay the expense for its return, you may retain or dispose of the merchandise without any further obligation. If you fail to make the merchandise available to the seller, or if you agree to return the merchandise to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a written notice of cancellation or send a telegram to U.S. Money Reserve, Inc. at P.O. Box 170339, Austin, TX 78717. The effective time of any cancellation is deemed to be the postmarked date upon which the notice was mailed to the seller, the date upon which the notice was delivered to any commercial document or parcel service for delivery to the seller or the date upon which any telegram was sent to the seller.

### **Florida**

The consumer is given a right to a full refund for the return of undamaged and unused goods or a cancellation of services notice is given to the seller, within 7 days after receipt of the goods or services by the consumer, and the seller shall process the refund within 30 days after receipt of the returned merchandise by the consumer.

**Georgia**

The buyer shall have a right to cancel a home solicitation sale agreement until 12:00 Midnight of the third business day after the day on which the buyer signs the agreement.

Notice of cancellation shall be given to the seller at the place of business as set forth in the agreement by certified mail or statutory overnight delivery, return receipt requested, which shall be posted not later than 12:00 Midnight on the third business day following execution of the agreement.

In the event of cancellation, the seller shall refund to the buyer within ten days after the cancellation all deposits, including any down payment made under the agreement. The seller shall have the right to charge the buyer 5 percent of the gross sales price of the merchandise purchased by the buyer or \$25.00, whichever is less, as liquidated damages. The seller shall also be entitled to reclaim and the buyer shall return, whenever possible, the sale agreement. The buyer shall incur no additional liability for cancellation.

If the buyer has received the merchandise sold, the buyer must return that merchandise unused, in the same condition as received by the buyer. The seller shall pick up the merchandise at the place sold within a reasonable time after notice of cancellation. The seller shall receive from the buyer at that time the actual cost of picking up the merchandise or \$5.00, whichever is less.

**Idaho**

NOTICE OF CANCELLATION

This agreement offers you the right to cancel your first transaction as stated below:

You may cancel this transaction, without any penalty or obligation whatsoever, with three (3) business days of the date in which you receive this written confirmation. If you cancel, all payments or other consideration which may have already been made by you will be returned within ten (10) business days following receipt by the telephone solicitor of your cancellation notice. If you cancel, you must return the goods to the telephone solicitor at the address listed below and at the telephone solicitor's risk and expense within twenty-one (21) days of the date you receive back from the telephone solicitor the payments or consideration you have already made. To cancel this transaction, deposit in the mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to U.S. Money Reserve, Inc., at the following address: PO Box 170339 Austin, Texas 78717 not later than midnight of the third (3) business day after which you received this notice.

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE

**Kentucky**

NOTICE OF CANCELLATION RIGHTS

BECAUSE YOU AGREED TO BUY THESE GOODS OR SERVICES AS A RESULT OF AN UNSOLICITED TELEPHONE CALL, KENTUCKY LAW GIVES YOU FOURTEEN (14) DAYS TO CANCEL YOUR AGREEMENT WITH US. IF YOU WANT TO CANCEL, YOU MUST SIGN YOUR NAME BELOW AND RETURN A COPY OF THIS NOTICE, TOGETHER WITH ANY GOODS YOU HAVE RECEIVED, SO THEY ARE POSTMARKED NO LATER THAN MIDNIGHT OF THE FOURTEENTH DAY FOLLOWING THE DATE YOU RECEIVED THE GOODS OR AGREED TO THE SERVICES, OR THE FOURTEENTH DAY FOLLOWING THE DATE YOU RECEIVED THIS NOTICE, WHICHEVER IS LATER. THE NOTICE AND GOODS MUST BE ADDRESSED AS FOLLOWS:

U.S. MONEY RESERVE, INC., P.O. BOX 170339, AUSTIN, TEXAS 78717.

I want to cancel my agreement to purchase.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Consumer - Printed)

\_\_\_\_\_  
(Address of Consumer - Printed)

\_\_\_\_\_  
(Address - City, State, Zip)

\_\_\_\_\_  
(Date)

**Maine**

You have the right to cancel the contract within three business days of the day of the contract (Monday through Saturday, unless it is a federal or state holiday). To cancel the contract, you must give written notice to the seller, in any form you choose so long as your intent to cancel is clear. If the notice is mailed, it is effective if deposited in a mailbox by midnight of the third business day (weekday) following the date on the contract.

If the sale was for cash, and you have either returned the goods or made them available to the seller, then the seller must return your deposit within 15 days of the date you canceled. You must make the goods available for the seller to retrieve for a 20-day period following the date you canceled the contract. If the seller does not pick up the goods within this time, you can keep them.

If the sale was on credit, the seller must return your deposit within 20 days of being notified of the cancellation. You must make the goods available for the seller to retrieve for a 40-day period following

the date you canceled the contract. If the seller does not pick up the goods within this time, you can keep them.

**Massachusetts**

You may cancel this agreement if it has been signed by a party thereto at a place other than an address of the seller, which may be his main office or branch thereof, provided you notify the seller in writing at his main office or branch by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following the signing of this agreement.

See the attached notice of cancellation form for an explanation of this right.

NOTICE OF CANCELLATION

\_\_\_\_\_ (date of transaction)

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to U.S. Money Reserve, Inc., at P.O. Box 170339, Austin, Texas 78717, not later than midnight of \_\_\_\_\_ (date).

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's signature)

**Michigan**

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. Additionally, the seller is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.

NOTICE OF CANCELLATION

\_\_\_\_\_ (date of transaction)

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to U.S. Money Reserve, Inc., at P.O. Box 170339, Austin, Texas 78717, not later than midnight of \_\_\_\_\_ (date).

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's signature)

**Minnesota**

You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached notice of cancellation form for an explanation of this right.

## NOTICE OF CANCELLATION

Type of goods or services purchased: \_\_\_\_\_

Date of transaction: \_\_\_\_\_

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to U.S. Money Reserve, Inc., at P.O. Box 170339, Austin, Texas 78717, not later than midnight of \_\_\_\_\_ (date). If you cancel, any payments made by you under the contract or sale, any property traded in, and any instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the written instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If the seller does not pick up the goods within 20 days of the date of your notice of cancellation, you may retain or dispose of them without any further obligation.

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's signature)

### **Mississippi**

#### BUYER'S RIGHT TO CANCEL

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller by certified or registered mail. The notice must say that you do not want the goods or services and must be mailed before midnight on the third business day after you sign this agreement. The notice must be mailed to: U.S. Money Reserve, Inc., at P.O. Box 170339, Austin, Texas 78717. If you cancel, the seller may keep all or part of your cash down payment, but in no event may the seller retain an amount in excess of five percent (5%) of the cash price or the amount of the cash down payment whichever is the lesser. The seller must return any payments made within 10 days following revocation.



**Montana**

This agreement offers you the right to cancel your first transaction as stated below:

You, the purchaser, may cancel this transaction without any penalty or obligation at any time prior to midnight of the third (3) business day after receipt by the Seller of this notice. If you cancel, any payments made by you under the sale will be returned within 10 business days of the day your written notice of cancellation is received by the seller and any security interest connected to this transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any good delivered to you under this sales contract; or you may, if you wish, comply with the seller's instructions regarding returning the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation or if the seller does not agree to assume the expense and risk of the return of the goods to the seller, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to return the goods, then you remain liable for the performance of all your obligations under the sales contract. To cancel this transaction, mail, deliver, or telegram a written notice of cancellation to U.S. Money Reserve, Inc. at the following address: PO Box 170339 Austin, Texas 78717.

**NOTICE OF RIGHT TO CANCEL**

**YOU MAY CANCEL THIS SALE WITHIN THREE BUSINESS DAYS.**

If you decide within 3 days that you want to cancel the sale, tear off and mail the bottom of this card. To cancel, the card must be mailed BY CERTIFIED MAIL within 3 days after you sign the contract.

\_\_\_\_\_  
(date)

**CONTRACT CANCELED**

I hereby cancel this sale.

\_\_\_\_\_  
(buyer's signature)

**Nebraska**

NOTICE OF CANCELLATION

\_\_\_\_\_  
(Date of Transaction)

You the buyer may cancel this transaction, without any penalty or obligation, any time prior to midnight of the fifth business day after the date of this transaction.

The seller shall issue a refund within thirty days after the date on which the seller receives returned merchandise or notice of cancellation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to: U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717.

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

**Nevada, North Carolina**

NOTICE OF CANCELLATION

\_\_\_\_\_  
(Date of Transaction)

You may cancel this transaction, without any penalty or obligation, except as provided by law, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you must in the alternative comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to: U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717.

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

**New Hampshire, New Mexico, Pennsylvania, Utah**

NOTICE OF CANCELLATION

You the buyer may cancel this transaction, without any penalty or obligation, any time prior to midnight of the third business day after the date of this transaction.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within fifteen business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to: U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717 no later than midnight of \_\_\_\_\_ (date).

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

**New York**

NOTICE OF CANCELLATION

You, the buyer, may cancel this transaction without any penalty or obligation at any time prior to midnight of the third business day after receipt of this notice. If you cancel, any payments made by you under the sale will be credited to your charge account within ten business days following receipt by the seller of your written notice of cancellation and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract of sale; or you may, if you wish, comply with the instruction of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a written notice of cancellation, or send a telegram to U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717.

**North Dakota**

NOTICE OF CANCELLATION

\_\_\_\_\_  
(Date of Transaction)

You the buyer may cancel this transaction, without any penalty or obligation, within three business days from the date above.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

Buyer acknowledges receiving an oral notification that the buyer may cancel this transaction at any time before midnight of the third business day after the date of this transaction or fifteen business days if the buyer is sixty-five years of age or older.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to: U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717. You may also an e-mail to \_\_\_\_\_.

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

## **Ohio**

### **NOTICE OF CANCELLATION RIGHTS**

Because you agreed to buy these goods as a result of a telephone solicitation, Ohio law gives you seven (7) days to cancel your purchase. If you cancel we must provide you a full refund within thirty (30) days. If you want to cancel, you must sign your name below and return a copy of this notice, together with any goods you have received, so they are postmarked no later than midnight of the seventh day

following the date you received the goods or agreed to the services, or the seventh day following the date you received this notice, whichever is later. The notice and goods must be addressed as follows:

U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717.

I want to cancel my agreement to purchase.

.....  
(Signature)

.....  
(Name of purchaser - printed)

.....  
(Address of purchaser - printed)

.....  
(Address - city, state, zip)

.....  
(Date)

**Oklahoma**

NOTICE OF CANCELLATION

\_\_\_\_\_  
(Date of Receipt of goods)

You the buyer may cancel this transaction, without any penalty or obligation, before the expiration of three business days after your receipt of the goods, services, or property.

If you cancel, the seller must refund all payments made by you within thirty days after the seller receives notice of cancellation from you, except that if you have received property from the seller, the seller shall refund all payments made by you within thirty days after the seller's receipt of the returned goods.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to: U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717.

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

**South Dakota**

RIGHT OF CANCELLATION OF CONSUMER

\_\_\_\_\_  
(Date of receipt of goods)

You the buyer may cancel this transaction, without any penalty or obligation, any time prior to tenth business day after the receipt of the goods, if you return the goods to the seller in substantially the same condition as when they were received.

If you cancel, the seller must refund all payments made by you within thirty days after the seller receives notice of cancellation from you.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to: U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717.

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

**Tennessee**

BUYER'S RIGHT TO CANCEL

\_\_\_\_\_  
(Date of Transaction)

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before twelve o'clock midnight (12:00) of the third business day

after you sign the agreement. The notice must be mailed to U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717.

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

**Texas**

NOTICE OF CANCELLATION

\_\_\_\_\_  
(Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717 NOT LATER THAN MIDNIGHT OF (date).

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_  
(Date)



\_\_\_\_\_  
(Buyer's Signature)

**Vermont**

NOTICE OF CANCELLATION

\_\_\_\_\_  
(Date of Transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to: U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717 no later than midnight of \_\_\_\_\_ (date).

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

**Virginia**

BUYER'S RIGHT TO CANCEL

\_\_\_\_\_  
(Date of Transaction)

If this agreement was solicited at a residence and you do not want the goods or services, you, the buyer, may cancel this transaction, without any penalty or obligation, any time prior to midnight of the third business day after the date of this transaction

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to: U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717 no later than midnight of \_\_\_\_\_ (date).

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

**Washington**

NOTICE OF CANCELLATION

\_\_\_\_\_  
(Date of Transaction)

You the buyer may cancel this transaction, without any penalty or obligation, within three business days of receiving written confirmation of this sale, or may cancel if delivery is not made within 42 days of the initial solicitation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram to: U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717 no later than midnight of \_\_\_\_\_ (date).

I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

**West Virginia**

NOTICE OF CANCELLATION

USMR provides you the right to receive a full refund for the return of undamaged and unused metals or coins, provided that USMR receives written notice of the return within seven (7) calendar days after the date that you receive the merchandise. Your "receipt" of metals or coins is deemed to occur at the earliest of: (a) the date that you receive actual possession of the metals or coins; or (b) the date that you receive written confirmation that the metals or coins have been deposited on your behalf in an independent depository. USMR shall, upon written notice of cancellation and receipt of the merchandise in the same condition as delivered, issue a full refund within thirty (30) calendar days from the date of cancellation or, where merchandise has been delivered, the returned merchandise is received by USMR, whichever is later. All other transactions are final once payment has been received and the order has been agreed to and processed.

**Wisconsin**

CUSTOMER'S RIGHT TO CANCEL

You may cancel this agreement by mailing a written notice to U.S. Money Reserve, Inc., P.O. Box 170339, Austin, Texas 78717 before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records.

I hereby cancel.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

## **8. Market Loss Policy**

When you buy from USMR, once we have issued a Sales Order confirmation number, you have a binding contract, the transaction price is locked in and any corresponding market risk is transferred to you. This is a benefit to you because you know your price at your Sales Order confirmation time and we believe this is one of the key advantages of transacting with USMR. If your purchase is cancelled or if you fail to pay for your purchase for any reason, you are responsible for any deficit between the price at which USMR sold the item to you and the offsetting purchase price. As set forth herein, all cancellations are subject to our market loss policy, in addition to a \$50.00 (USD) administrative fee.

When you sell to USMR, once we have issued a Purchase Order confirmation number, you have a binding contract, the transaction price is locked in and the corresponding market risk is transferred to you. This is a benefit to you because you know your price at your Purchase Order confirmation time and we believe this is one of the key advantages of transacting with USMR. When selling to USMR the price is guaranteed. As a general policy, the transaction may not be cancelled but may be offset at USMR's current purchase price. Sales to USMR must be shipped within one (1) business day and you must contact USMR via email at [cr@usmoneyreserve.com](mailto:cr@usmoneyreserve.com) or telephone at 1-800-867-6101 to provide a tracking number so that we can confirm that the product is en route. All products must be received by USMR within five (5) business days, or the customer will be charged any Market Losses as well as a \$50 (USD) administrative fee. If USMR does not receive the product within five (5) business days but the delay is attributable to the carrier, USMR may extend the deadline, in its sole and absolute discretion. We reserve the right to cancel any Purchase Order(s) at any time and for any reason.

## **9. Binding Contract**

Once you have placed a Sales Order to buy from USMR or a Purchase Order to sell to USMR, you have entered a binding contract.

## **10. Security Policy**

We use reasonable security measures to protect the confidentiality of personal information under our control and appropriately limit access to it. We cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk.

We use a variety of information security measures to protect your online transactions with us. Our website uses Secure Sockets Layer (SSL) encryption technology to protect your personal information during data transport. SSL protects information you submit via our website such as ordering information, including your name, address and Credit Card number.

## **11. General Provisions**

### **A. Absence of Relationship**

The sole relationship between USMR and you is that of buyer-seller. No other relationship, including, without limitation, any agent-principal relationship, any employee-employer relationship, any franchisee-franchisor relationship, any joint venture relationship or any partnership relationship, between USMR and you exists.

## **B. Additional Items**

Additional terms relating to certain Products (such as prices, methods of payment, our policies with respect to returns, refunds, and cancellations and/or exchanges) may be posted on the USMR Website on the pages describing the Products.

## **C. Assignment**

You may not assign any of your rights or obligations under this User Agreement without the prior written consent of USMR, which may be granted or withheld by USMR in its sole discretion. This contract, including but not limited to the User Agreement, shall be binding on all permitted assigns and successors of USMR and you.

## **D. Confidentiality**

You shall hold the existence and terms of all your transactions with USMR, including, without limitation, the existence of any disagreement or dispute and the existence and the terms of any resolution thereof, in strictest confidence and you shall not disclose any such information to any person or entity unless (a) such disclosure is required by applicable law or regulation or (b) such disclosure is required by a court or other tribunal of competent jurisdiction. If you become aware that you may be required to make any disclosure of such information, including, without limitation, as a result of the receipt of a subpoena or other compulsory process, you shall promptly notify, in writing, USMR and you shall cooperate, in good faith, with USMR in obtaining a protective order or other appropriate relief, if any, with respect to such disclosure.

## **E. Arbitration**

**THIS AGREEMENT CONTAINS A BINDING AND ENFORCEABLE PRE-DISPUTE ARBITRATION CLAUSE, VENUE PROVISION, AND LIMITATION ON LIABILITY.**

- a) Arbitration is final and binding on the parties.**
- b) The parties are waiving their right to seek remedies in court, including the right to jury trial.**
- c) Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- d) The Arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the Arbitrator is strictly limited.**

It is agreed and stipulated that this Agreement involves commerce, such that the Federal Arbitration Act ("FAA") applies. Any controversy or claim arising out of or relating to transactions between you (also referred to herein as "Client") and USMR or any of USMR's present or former officers, directors, agents or employees (collectively "USMR"), whether based in contract, statute, tort, warranty, or otherwise, shall be submitted to binding arbitration under the FAA in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration commences. (For a copy of the rules, visit [www.adr.org](http://www.adr.org)) Arbitration shall be conducted in Austin, Texas, unless the Parties mutually agree in writing to an alternative location. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. By accepting, opening or maintaining

an account between you and USMR, or by purchasing goods from USMR, you agree that all controversies between you and USMR which may arise from or relate to, directly or indirectly, any account you have with USMR or any transaction between you and USMR, regardless of the cause or claim asserted, shall be determined by arbitration. This arbitration provision shall apply to any controversy or claim or issue in any controversy arising from events which occur prior to, on or subsequent to the execution of this arbitration agreement. The award of the Arbitrator shall be final.

The Parties further agree that any claims brought in connection with this agreement shall be brought in the party's individual capacity and not as a class member of any purported class or as any type of representative proceeding or collective action. Client and USMR agree to waive any right to (a) initiate representative actions, collective actions, and/or class actions, and (b) to participate in representative actions, collective actions, or class actions initiated by others. The Parties further agree that the arbitration of a Client's claim will be conducted on an individual basis and will not be consolidated with the claim of any other client. The Parties further agree that the arbitrator has no right or authority to preside over any form of representative or class proceeding.

UNLESS REQUIRED BY STATUTE, UNDER NO CIRCUMSTANCES SHALL USMR BE LIABLE TO ANY PERSON OR ENTITY FOR INDIRECT, INCIDENTAL, ADDITIONAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. Except as required by statute, USMR's liability in any and all claims, whether based in tort, contract, warranty, or otherwise, shall not exceed the amount actually paid by the Client for the items in dispute minus the item's fair market value as of the date of the arbitration commencement. It is agreed that the Arbitrator shall have no authority to award any damages in excess of those permitted under the terms of this agreement.

The Arbitrator shall have exclusive authority to resolve any dispute relating to the enforceability of this Agreement including, but not limited to, the determination of the scope, applicability, or enforceability of this agreement to arbitrate and any claim that all or any part of this Agreement is void or voidable.

If any term or provision, or portion of this arbitration agreement is declared unlawful, void, or unenforceable, it shall be severed and the remainder of this arbitration agreement shall be enforceable.

#### Alternative Choice of Venue

In the event the arbitration agreement is found unenforceable, any legal action or proceeding between Client and USMR shall be brought in the Courts of the State of Texas and the County of Travis or in the United States District Court, Western District of Texas, Austin Division. Client and USMR hereby accept the jurisdiction of these Courts, and waive all objections including any objection as to venue or based on the ground of forum non-conveniens.

#### Choice of Law

Subject to the FAA and the supremacy thereof, and except for any state laws that conflict with or are preempted by the FAA, this agreement shall be governed by the laws of the State of Texas excluding conflict of law principals, but subject to the Arbitration Agreement above.

USMR's Mailing Address is as follows: PO Box 170339 Austin, Texas 78717

**F. Force Majeure**

If USMR cannot perform any obligation hereunder as a result of any event that is beyond its control, USMR's delay or failure to perform such obligation shall be excused and USMR shall not be liable for any damages as a result of, or in connection with, such delay or such failure.

**G. Notices**

Except as otherwise provided herein, all notices and other communications to USMR shall be directed to USMR, c/o Chief Compliance Officer, PO Box 170339 Austin, Texas 78717 and all other notices and other communications to you shall be directed, at the option of USMR, to the address that you provided to USMR at the time of your registration.

**H. Privacy Policy and User Agreement**

You acknowledge and agree that USMR may preserve the User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonable necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claim(s) or assertion(s) that any User Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of USMR, its users and the public. You understand that the technical processing and transmission of the Website, including your User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Please refer to the Privacy Policy currently provided on the USMR Website, which is fully incorporated herein by reference.

**I. Recording of Phone Conversations**

USMR may record phone conversations between you and USMR, and you expressly consent to the recording of such phone conversations.

**J. Absence of Waivers**

A decision or failure by USMR to take action with respect to any non-compliance by you or your obligations to USMR or to insist upon strict adherence to any term in the User Agreement, does not affect the ability of USMR with respect to any other non-compliance by you, and does not waive or limit USMR's right thereafter to insist upon strict adherence to that or any other term, whether of a similar or dissimilar nature.

**K. Pricing ,Typographical or Advertising Errors**

We work hard to provide: 1) accurate product and pricing information; and 2) accurate advertising to you. However, errors in pricing or typographical mistakes on the website and in advertisements may occur. In the event that an item is listed at an incorrect list price or with incorrect information due to an error in pricing or Product Information, USMR shall have the right, at our sole discretion, to refuse or cancel any Sales Orders or Purchase Orders placed by or sent to you for that item. We will either contact you for instructions or cancel your Sales Order or Purchase Order and notify you

of such cancellation. Prices and availability are subject to change without notice. If a refund is provided or there is any delay in sending you your products or your payment, as the case may be, you waive any right to claim or actual damages of any kind or nature whatsoever.

#### **L. Severability**

The User Agreement is intended to be enforceable to the fullest extent permitted by applicable law. If any term of the User Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the other terms of the User Agreement, and the term that would otherwise be unenforceable shall be enforced to the fullest extent that it would be enforceable.

#### **M. Amendment**

USMR may amend the User Agreement at any time by posting the amended terms on the website and such amendments shall automatically be accepted by you unless USMR receives a Notice of Cancellation from you within five business days after such amendment is posted becomes effective immediately.

#### **N. Entire Agreement**

The User Agreement, the Privacy Policy and confirmations of the Sale or Purchase transactions hereunder set forth the entire understanding between USMR and you with respect to the subject matter of our transactions, all of which constitute an Agreement with you and USMR. If you are attempting to conduct business with USMR on someone else's behalf, USMR must first receive any and all legal documents (i.e., without limitation, Power of Attorney, Letter Testamentary, etc.) that you have authority to conduct such online business for that person.

#### **O. Anti Money Laundry Compliance**

USMR strictly adheres to all applicable anti- money laundering laws and regulations, including all requirements of the USA Patriot Act and the BSA (collectively "AML"). USMR takes proactive steps to prevent, detect and report possible money laundering activities and suspicious transactions. As a matter of policy, USMR may refuse to conduct business with any person (s) who refuses to provide requested identification, or whose identification is questionable or is otherwise in derogation of USMR's AML policies and procedures.

### **12. Definitions**

The following terms have the following meanings in the User Agreement:

#### **a. USMR**

The term "USMR" means U.S Money Reserve, Inc., a Delaware corporation.

#### **b. Bullion**



The term "Bullion" means the term that is used to describe (1) Gold, Silver, Platinum or Palladium Coin(s), bar(s) or round(s) which closely follow spot prices and have little or no Numismatic value (such as restrikes); and (2) the form in which metal is shaped such as bars, ingots or wafers.

**c. Business Day(s)**

The term "Business Day(s)" means a day other than a Saturday, a Sunday or a day that is a holiday under the federal law of the United States of America and/or the laws of the State of Texas.

**d. Coin(s)**

The term "Coin(s)" means a stamped piece of metal of a known weight and fineness issued by a sovereign government.

**e. Fair Market Value**

The term "Fair Market Value" means the Fair Market Value of the Coin Product as determined by USMR, in its reasonable discretion, as of 5:00 p.m., Central Time, on the date of cancellation of the Sales Order or the Purchase Order of the coins.

**f. Market Gain**

The term "Market Gain" means:

When a Sales Order or Sale, as the case may be, is cancelled by USMR, Market Gain occurs when the Fair Market Value of the Coin Product(s) on the date of the cancelled Sales Order or Sale is greater than the original sales price of the Coin Product(s) as it appears on the cancelled Sales Order.

When a Purchase Order or Purchase, as the case may be, is cancelled by USMR, Market Gain occurs when the Fair Market Value of the Coin Product(s) on the date of the cancelled Purchase Order or Purchase is less than the original purchase price of the Coin Product(s) as it appears on the cancelled Purchase Order.

**g. Market Loss**

The term "Market Loss" means:

When a Sales Order or Sale, as the case may be, is cancelled by USMR, Market Loss occurs when the Fair Market Value of the Product(s) on the date of the cancelled Sales Order or Sale is less than the original sales price of the Product(s) as it appears on the cancelled Sales Order.

When a Purchase Order or Purchase, as the case may be, is cancelled by USMR, Market Loss occurs when the Fair Market Value of the Product(s) on the date of the cancelled Purchase Order or Purchase is greater than the original purchase price of the Product(s) as it appears on the cancelled Purchase Order.

**h. Numismatic Coins**

The term “Numismatic Coins” means a Coin, the price of which depends more in its (their) rarity, condition, dates, and mint marks than on their gold or silver content, if any.

**i. Numismatic**

The term “Numismatic” means the study or collection of anything used as a medium of exchange – especially Coins and paper money.

**j. Order(s)**

The term "Order(s)" means, as applicable, a confirmed Sale by a customer or Purchase by USMR, whether such Order was made through the Website, by telephone, in person or otherwise.

**k. Precious Metal(s)**

The term “Precious Metal(s)” means Gold, Silver and Platinum along with the Platinum group of elements: rhodium, osmium, ruthenium, Palladium and iridium. Precious Metals are characteristically lustrous, ductile, rare and nonreactive.

**l. Product(s)**

The term "Product(s)" means a Product that is the subject of an Order. A Product may include, without limitation, Bullion, a Coin, whether Numismatic, Semi-Numismatic or not, a Precious Metal, and/or supplies.

**m. Purchase(s)**

The term "Purchase(s)" means the acquisition of Product(s) by USMR from a customer, whether made through the Website, by telephone, in person or otherwise, with the number, quality and price confirmed. A Purchase is distinct from the acquisition by a customer from USMR of a Product, which is treated as a Sale hereunder.

**n. Purchase Order(s)**

The term “Purchase Order(s)” means an Order placed by USMR with a customer for the acquisition by USMR of Product(s) from the customer.

**o. Sale(s)**

The term "Sale(s)" means the acquisition of Product(s) by a customer from USMR, whether made through the Website, by telephone, in person, or otherwise, with the number, quality and price confirmed. A Sale is distinct from the acquisition by USMR from a customer of a Product, which is treated as Purchase hereunder.

**p. Sale Order(s)**

The term "Sale Order(s)" means an Order placed by a customer with USMR for the acquisition by the customer of Product(s) from USMR.

**q. User Content**

The Term "User Content" means content posted by you on the Website, including without limitation any images or testimonials.

**r. Website**

The term "Website" means the websites located at [www.usmoneyreserve.com](http://www.usmoneyreserve.com)

I have read and agree to all the Terms and Conditions of the User Agreement. I acknowledge on request that I am over the age of 18 and of sound mind, capable of making purchase decisions.

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Customer

Address

Telephone