



**GREAT
AMERICAN
BULLION**

Phone: 1-424-279-4609

Email: info@greatamericanbullion.com

Mailing: 3751 Motor Ave # 341140, Los Angeles, CA, 90034

Account Agreement

Last modified as of 10/10/2025.

PLEASE READ THE FOLLOWING ACCOUNT AGREEMENT CAREFULLY, AS THEY AFFECT YOUR LEGAL RIGHTS. THIS ACCOUNT AGREEMENT INCLUDE AN ARBITRATION CLAUSE IN PARAGRAPH 27 THAT REQUIRES THE USE OF MANDATORY BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. EXCEPT FOR CERTAIN TYPES OF DISPUTES REFERENCED IN PARAGRAPH 27, YOU AGREE THAT DISPUTES WITH GREAT AMERICAN BULLION WILL BE RESOLVED PURSUANT TO THE PROVISIONS OF PARAGRAPH 27 AND YOU WAIVE YOUR RIGHTS TO PARTICIPATE IN A JURY TRIAL, ANY COURT PROCEEDINGS OR IN CLASS ACTIONS OF ANY KIND.

By clicking the check box at the bottom of this agreement, you certify that you have read and accept the terms of this account agreement as per the User's Acknowledgment and Acceptance below, you must scroll all the way down before you will be able to click the box

User's Acknowledgment and Acceptance of Account Agreement

The greatamericanbullion.com website and its associated services and content (collectively, the "Website") is owned and operated by C-Gold Technologies LLC dba Great American Bullion. ("Great American Bullion," "our," "we," or "us"). By using, placing an order for products, or selling products through the Website, you agree to the Account Agreement set forth below in this Account Agreement ("Agreement"). This Agreement is made by and between Great American Bullion and you, personally and, if applicable, on behalf of the entity for whom you are using the Website ("you" or "your"). This Agreement governs your use of the Website and the products and services we offer on the Website, including making purchases from Great American Bullion, making sales to Great American Bullion, and placing orders with Great American Bullion. If you do not agree with the terms and conditions of this Agreement, you are expressly prohibited from using the Website and must immediately discontinue your use of the Website.

THIS AGREEMENT APPLIES TO ALL ORDERS, PURCHASES, AND SALES, WHETHER MADE VIA THE WEBSITE, BY TELEPHONE, OR OTHERWISE. BY USING THE WEBSITE, YOU REPRESENT AND WARRANT, WITHOUT LIMITATION, THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY OTHER SUPPLEMENTAL TERMS, DISCLOSURES, AND DISCLAIMERS, YOU MUST IMMEDIATELY LEAVE THE WEBSITE. Great American Bullion STRONGLY ENCOURAGES YOU TO PRINT A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

WE RESERVE THE RIGHT TO MAKE CHANGES TO THIS AGREEMENT AT ANY TIME AND YOU AGREE THAT WE MAY CHANGE THE TERMS AND CONDITIONS AT ANY TIME. YOU AGREE FURTHER THAT WE MAY MAKE CHANGES TO THE WEBSITE AT



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ANY TIME IN OUR SOLE DISCRETION, FOR ANY REASON OR NO REASON AND WITHOUT PRIOR NOTICE TO YOU. YOU AGREE IF YOU CONTINUE TO USE THE WEBSITE AFTER WE HAVE POSTED A CHANGE TO THIS AGREEMENT, THEN YOU ARE BOUND BY THE MOST RECENT VERSION OF THIS AGREEMENT.

By purchasing from, making sales to or ordering from Great American Bullion, whether by telephone, through the Website or otherwise, you are subject to all terms, conditions, policies, rules, restrictions, obligations, representations, and warranties, with which you hereby agree to comply.

Please direct any legal questions regarding this Agreement to:

C-Gold Technologies LLC dba Great American Bullion.

Attn: Legal Department

3751 Motor Ave # 341140, Los Angeles, CA 90034, United States of America

Contact us: <https://greatamericanbullion.com/contact>

1. About the Website

Great American Bullion provides an interactive service that allows visitors and users to purchase and sell physical bullion, such as gold and silver, online or over the phone. Great American Bullion provides high quality products to its customers by working closely with mints and distributors.

The Website and related content on the Website should not be considered complete or up to date. Your reliance upon any information provided by Great American Bullion, Great American Bullion's contractors and employees, others appearing on the Website at invitation by Great American Bullion, or other visitors or users of this Website, is solely at your own risk. You understand that Great American Bullion is not obligated to provide any maintenance, technical or other support for the Website.

2. Ownership of Website and License

You acknowledge and agree that Great American Bullion is the owner of, or has rights in and to, the Website and its associated content, including but not limited to all intellectual property rights inherent therein. The Website is protected by all applicable laws, intellectual property or otherwise, and you are expressly prohibited from using the Website for any purposes not explicitly stated in this Agreement. Specifically, and except where otherwise allowed under this Agreement, you are prohibited from framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the Website, whether in whole or in part, without the prior written consent of Great American Bullion.

Great American Bullion hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable license to use the Website for its customary and intended purposes. Violation of the terms and conditions of this Agreement or use of the Website for a use outside of its customary and intended purposes, such as, but not limited to downloading (other than page caching) or modifying the Website or any portion of it will result in the termination of this license.



Absent prior written permission from Great American Bullion, you are not permitted to reproduce, prepare derivative works, distribute copies, perform, display, or use for commercial purposes the Website or its content. This license is revocable at any time, and any rights not expressly granted herein are reserved to Great American Bullion.

3. Trademarks

All trademarks, common law or registered trademarks displayed on this Website are the property of their respective owners. Specifically, all Great American Bullion marks are the property of Great American Bullion, including, but not limited to Great American Bullion and all Great American Bullion logos. The Website, including its look and feel, color selections, layout, and arrangement, is the trade dress of Great American Bullion. You are prohibited from using Great American Bullion's trademarks, service marks, and trade dress, or any colorable imitation thereof, to indicate the source of, sponsorship of, approval of, affiliation with, connection with, or association with your goods or services without the prior written consent of Great American Bullion.

Make Your Portfolio Great Again™ is a Great American Bullion trademark and slogan, it is not to be considered investment or financial advice.

4. Account Registration

Account registration and use of the Website is free. You may search, view, purchase, and sell products from this Website as a guest, without registering for an account. If you choose to register an account and create a User Profile, complete the required information. When creating an account, placing an order, or selling on the Website, you are agreeing to receive email and/or text notifications. You may opt out of these notifications at any time.

We may request that you submit certain personally identifiable information about yourself, including, but not limited to your first and last name, company name, email address, telephone number, mailing address, billing address, shipping address, country of residence, credit card type, credit card number, credit card expiration date, and credit card security code. We may also gather certain types of non-personal information about your visit to protect the security of our customers, the Website, or to make our products and services more beneficial to you. All information gathered from you by us will be governed by our Privacy Policy, which is hereby incorporated into this Agreement by reference. Please carefully review our Privacy Policy. By using this Website, you agree to be bound by the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of this Website, account registration, and any other personal information provided by you in accordance with our Privacy Policy. In the event of a conflict between the terms and conditions set forth in this Agreement and our Privacy Policy, the terms and conditions of the Privacy Policy will control.

You have a duty to ensure the information you provide through your account is truthful, current, complete, and accurate. You understand and agree you have an ongoing duty to update and keep current the information provided through your account if and when such information changes. You are expressly prohibited from creating an account that impersonates another person, contains offensive or obscene language, or otherwise



violates the rights of a third party. You expressly agree you will not use your account to interfere with or disrupt a third party's enjoyment and use of the Website. Great American Bullion reserves the right to restrict access to, monitor, suspend, disable, or delete your Account at any time, in its sole discretion, and without prior warning.

You agree to keep your account secure from unauthorized access. You will log in using your account password. You should not reveal your password to others. You agree that you alone are responsible for your account and all associated User Profiles. You accept full responsibility for all use of your account, whether authorized or unauthorized. In the case of unauthorized access to your account, you agree to contact Great American Bullion immediately. You agree to hold harmless and indemnify Great American Bullion for any damages that arise out of, or in relationship to, the use of your Account.

5. Order Policies and Procedures

By creating an Account, you agree that Great American Bullion, and its designees and agents, may contact you by any available means, including, but not limited to, by phone, by text message, and by email.

You may make purchases, sell to, and order from Great American Bullion only in accordance with this Agreement and accompanying policies and procedures. Upon placing an order to purchase or sell with Great American Bullion, you have entered into a binding and legally enforceable agreement. Prices and availability are subject to change without notice.

When placing an order on the Website, the price at which your order is submitted is the guaranteed price. An "order number" will subsequently be forwarded to you via email. Your credit card information is required to guarantee all orders. In order to reserve your guaranteed price, your payment must be received by Great American Bullion within two (2) business days for bank wire orders. All check orders must be postmarked for delivery within one (1) business day. If a check payment is not received in its entirety within ten (10) calendar days of the original order date, or a bank wire order is not received in its entirety within two (2) business days of the original order date, any market losses between the order date and time of non-payment will be assessed.

A completed order is denoted by our receipt of funds in our bank account (wire) or clearance of payment (check). In most cases, orders will be denied if payment is completed after the allotted time frame. If any order is in error due to Great American Bullion's fault or otherwise, we reserve the right to cancel the order.

5.1. Purchases and Payments

5.1.1 Telephone Ordering and Confirmation Process

Customer may initiate an order (referred to as an "Order") with a representative of Great American Bullion (hereinafter referred to as "GAB") through telephonic communication for the purchase, sale, and delivery of precious metals. This Order, when placed by telephone, holds the same legal effect as if made in writing or online. The details of the Order, including but not limited to the price, quantity, payment method, and delivery



terms, shall be confirmed during a conversation with a Great American Bullion representative to ensure accuracy. Not all such conversations are recorded. Orders pertaining to bullion are contingent upon GAB's receipt of good funds, and finalization of Order terms will be confirmed during a conversation with a GAB representative.

5.1.2 Confirmation and Payment Terms

GAB shall email a written order confirmation (the "Confirmation") to the Customer at the address provided by the Customer to GAB. The Purchase Price, constituting the amount due under the Order, is to be paid in full to GAB within forty eight (48) business hours of the emailed order confirmation. Failure to remit the Purchase Price within the stipulated Payment Period shall constitute a default by the Customer. Upon such default, GAB shall be relieved of all obligations under the Order, and shall possess the rights available under applicable law.

5.1.3 Payment Options

GAB requires all payments be made via bank wire, personal check, certified check, cashier's check, ACH/eCheck, money order or Select Cryptocurrencies. Currently GAB does not accept credit cards, this might change anytime in the future for orders equal to or under \$5,000. GAB does accept international payments via wire transfers or Select Cryptocurrencies only. For non credit card orders, credit cards are required and used to lock in price and are only charged if a client does not remit payment in accordance to paragraph 5. above. Depending upon the amount of an order, Great American Bullion reserves the right to request additional documentation for certain orders. Great American Bullion also reserves the right to hold cleared certified checks, personal checks, cashier's checks, or money orders for up to ten (10) banking days prior to shipping. In cases of suspected fraud, certified checks, personal checks, cashier's checks, ACH/eCheck, or money orders may be held up to 45 (forty-five) calendar days, although this is rare. Payment via bank wire is always recommended.

Credit/Debit card authorization for products purchased through the Website are processed through a third-party payment processor, such as Authorize.net. You understand and agree that a \$0.01 charge or more may temporarily appear in your pending transactions when you process an order through Great American Bullion's third-party payment processors. This temporary charge will be voided. Great American Bullion will not be held liable for any overdrafts that may occur because of the charge. You agree that you are solely responsible for paying all applicable taxes, duties, levies, or charges imposed by any governmental entity anywhere in the world in connection with your use of the Website and/or purchase of services through the Website to that applicable governmental entity. You understand and agree that Great American Bullion will not be held liable for any user's failure to complete a transaction entered through the Website.

GAB expressly reserves the right to refuse or cancel any order, for any reason, at its sole discretion, regardless of payment method and price confirmation.

In the instance of an insufficient funds paper check payment, Great American Bullion reserves the right to cancel the order and charge administrative fees and/or market loss fees, and/or bill the payable balance to the credit/debit card on file.



Cryptocurrency payment are subject to FinCen and BSA rules. Great American Bullion may be required to collect personal information from the customer paying with a Cryptocurrency to include but not limited to Sources of funds, Social Security Number and a copy of the customer's valid government issued for of identification.

5.1.4. Payment Instructions

Great American Bullion will issue payment instructions to you during the ordering process and via email following completion of your order. Great American Bullion does not accept Cash on Delivery orders. Great American Bullion reserves the right to cancel orders where payment is not dated within two (2) business days for bank wire orders or one (1) business day for paper check orders.

5.1.5. Spread; refers to the variance between the retail price quoted to the Customer or listed online for the purchased precious metals and GAB's cost to procure said precious metals from its suppliers. GAB's "Spread" encompasses operating expenses (e.g., salaries, commissions, marketing, rent, insurance) and GAB's potential profit, if any, derived from the transaction.

5.1.5.1 Spread Range; The quoted purchase price provided to the Customer for precious metals (inclusive of shipping/insurance and taxes, including any sales, use, or similar tax, CC convenience fees if applicable) is the final amount payable by the Customer. GAB imposes no additional fees or costs. However, GAB's retail sales price includes the Spread, represented as a percentage of the retail price (prior to shipping, insurance, and sales tax, CC convenience fees if applicable). The Spread generally falls within the range of 2.5% to 30% or more of the quoted purchase price, varying by precious metal, customer, transaction type, and over time.

5.2. Gold Savings Plan™ Purchases and Payments

To enroll in the Gold Savings Plan™ , and enroll into a daily, weekly, monthly, or quarterly precious metals purchasing, customers shall visit <https://www.goldsavingsplan.com>. All such orders are subject to The Gold Savings Plan™ Account Agreement/Terms and conditions located here: <https://www.goldsavingsplan.com/page/terms-and-conditions>

6. Storage

Customers can select to store metals with the help of GAB, in such case all such metals purchased from GAB at the request of the customer are stored at a third party vault "Depository" under a C-Gold Technology Master-Sub Segregated Account. Depositories insure all metals stored for the full replacement values. The storage fee charged to the customer GAB equals 0.0833% per month from the value of the metals. Depository options are provided to GAB customers at the time of placing an order, insurance policies can be made available directly by the Depositories. There is a minimum of \$25 storage fee per month.

7. Precious Metals Liquidators Program



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When selling to Great American Bullion through the Precious Metals Liquidators, all products sold to Great American Bullion must have a minimum Buy Back price sum of \$1,000, unless otherwise arranged at Great American Bullion's discretion. Most Liquidation prices will be locked in up front when the customer's credit card information is collected. Liquidation prices are calculated based upon the customer's good faith representation of the product and the current Spot Prices. However, Great American Bullion reserves the right to require product receipt prior to locking in all Liquidation prices. Upon receipt of the products, Great American Bullion or its independent liquidation providers will inspect the products for authenticity, quantity, and condition. If the products are not true to the customer's initial representations, Great American Bullion reserves the right to make a revised offer or reject the transaction at its discretion. In the event of rejection, the customer is responsible for all return shipping fees, which will be automatically charged to the customer's credit card on file. As a general policy, Liquidations may not be cancelled but may be offset at Great American Bullion's current purchase price.

Liquidation Sales to Great American Bullion must be shipped within two (2) business days, and you must contact Great American Bullion via Contact us page: <https://greatamericanbullion.com/contact>, to provide a tracking number so we may confirm the product is en route. Should you choose to use one of our prepaid shipping labels, you are responsible for following all shipping instructions you are sent to ensure the shipping insurance is valid. Customers are responsible for all costs related to shipping products for liquidation to Great American Bullion. All products must be received by Great American Bullion within ten (10) business days, or you will be charged any Market Losses. If Great American Bullion does not receive the product within ten (10) business days and the delay is attributable to the carrier, Great American Bullion may extend the deadline, in its sole and absolute discretion. Customers are solely responsible for the liquidation products they ship to Great American Bullion up until Great American Bullion confirms receipt of such products. Great American Bullion is not responsible or liable for products that are lost or damaged in transit, whether being shipped to or from Great American Bullion. Packages that arrive damaged to our facility will be rejected.

Without limiting any other legal or equitable rights and remedies that may be available to Great American Bullion, in the event of any failure by you to comply with this Agreement, Great American Bullion may suspend or terminate your account. The suspension or the termination of your account shall not affect your obligations as set forth in this Agreement.

Additional terms, including, without limitation, prices, payment methods, refund and cancellation policies, and exchange policies may be posted from time to time on the Website.

8. Fraud

We reserve the right, but undertake no obligation, to actively report and prosecute actual and suspected fraud. We may, in our discretion, require further authorization from you such as a telephone confirmation of your order and other information. We reserve the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud is suspected. We capture certain information during the order process, including, without



limitation, information that will be used to locate and identify individuals committing fraud. If any Website order is suspected to be fraudulent, we reserve the right, but undertake no obligation, to submit all records, with or without a subpoena, to all law enforcement agencies, banks and credit card issuers for fraud investigation. We fully reserve the right to cooperate with authorities to prosecute offenders of the law.

9. Cancellation Policy

Once you have placed an order with Great American Bullion you have entered into a binding legal agreement and you may not cancel the confirmed order. However, after your confirmed order has been placed, prior to it being shipped, the confirmed Purchase Price ("Purchase Price") may be offset (product sold back to Great American Bullion) at Great American Bullion's current Asking Price ("Asking Price") on the day that we receive your written request for such an offsetting transaction.

All order offset requests must be made during normal business hours, Monday-Friday, 8:00 AM to 4:00 PM US Pacific Standard time. Great American Bullion reserves the right, in its sole discretion, to permit cancellation and/or offsetting your order.

Offsetting orders may be approved over telephone, live chat, or email, at which time Great American Bullion shall provide you with a cancellation confirmation and the total Market Losses and fees. Offsetting orders are subject to our market loss policy, described below. As applicable, the difference between the Purchase Price and the Asking Price will determine the fee. In the event of a confirmed cancelled order, you expressly authorize Great American Bullion to automatically bill the credit or debit card on file for the difference between the Purchase Price and the Asking Price. Alternatively, in the event your credit or debit card is denied, Great American Bullion reserves the right to invoice you, in which case you expressly agree to pay the amount due, in full, within ten (10) business days. Future orders are not permitted unless and until any cancellation and other related fees are paid in full. All market gains on cancellations shall belong solely to Great American Bullion.

For cancelled/offsetting orders, the difference between the Purchase Price and the Asking Price will be charged. After Great American Bullion has shipped the product, the order is final and cannot be canceled. If you refuse to accept the shipment, the product will be returned to us and you may either pay to have it reshipped or accept Market Loss fees upon return. Great American Bullion reserves the right to refuse or cancel an order for any reason or for no reason at all, regardless of payment method or price confirmation, including without limitation, for orders Great American Bullion deems questionable or suspicious, for orders Great American Bullion deems to be a significant risk, when the confirmed price is incorrect, for abrupt movements in the precious metals market, and/or when Great American Bullion does not receive payment within the allotted timeframe.

Great American Bullion is not responsible for pricing or typographical errors related to merchandise on the Website, and expressly reserves the right, in its sole and absolute discretion, to cancel all orders placed with respect to such merchandise. In the event of a cancelled order, Great American Bullion will contact you directly with notification of the cancellation.



In some instances, if the order has been packaged and prepared for shipment but has not been picked up by the shipper, Great American Bullion may, at its sole and absolute discretion, attempt to intercept the package from shipping. This is rarely possible, but when it is, a \$25.00 charge will be charged to the customer's credit card on file.

10. Return Policy

Great American Bullion's refund, return and exchange policy is limited to five (5) business days from the date you receive the item. You must notify Great American Bullion's Customer Service Department via email at Contact us: <https://greatamericanbullion.com/contact> within five (5) business days from the date you receive the item and follow the instructions provided to you at that time. Shipping charges are non-refundable. You are fully responsible for all taxes, as well as return shipping costs, including insuring your return shipment. Great American Bullion may reject any returned or exchanged item that does not conform to these terms. Shipments returned to us will not be held more than 3 days. In the case of a request for an exchange, Great American Bullion expressly reserves the right, in its sole and absolute discretion, to find an acceptable replacement or refund your money should an acceptable replacement be unavailable. Returns, refunds and exchanges are subject to Great American Bullion's Market Loss Policy. All market gains on refunds, returns, and exchanges shall belong solely to Great American Bullion.

11. Great American Bullion Market Loss Policy

Upon issuance of an order number following a purchase from Great American Bullion, the price is guaranteed, and you may not cancel the transaction. The transaction may only be offset at Great American Bullion's current asking price. If your item is cancelled, you are responsible for any deficit between the price at which Great American Bullion sold the item to you and the offsetting purchase price. As set forth above, all cancellations are subject to our Market Loss Policy. Market gains on cancellations or returns shall remain the property of Great American Bullion. Furthermore and to the extent Great American Bullion does not have any of your funds in its possession, Great American Bullion reserves the right, in its sole and absolute discretion, to charge market loss fees to any credit card you have on file with Great American Bullion.

Without limiting any other legal or equitable rights and remedies that may be available to Great American Bullion, Great American Bullion may elect to apply any and all of your funds in its possession to satisfy your monetary obligations and/or may offset any obligations that Great American Bullion may have to you. Great American Bullion also reserves the right, in its sole and absolute discretion, to apply any/all funds in its possession toward the satisfaction of your obligations to Great American Bullion.

12. Shipment

Once your order ships, you will receive a Shipped email with a tracking number. Note that it in some cases it may take 24-48 hours for tracking to begin.

Great American Bullion fully insures all its shipments, and each package over \$1,000 requires a signature upon delivery. Should anything happen while your package is in



transit to you, it will be covered by our insurance policy subject to the other conditions set forth in this Section 13. However, once a package is shown to be delivered by the carrier, Great American Bullion's responsibility ends.

It is important you are prepared to be physically present at the shipping address when the shipment is delivered. We will not accept responsibility if the carrier leaves the package without your acceptance, leaves the package without a signature, or leaves the package with anyone other than the addressee. This includes but is not limited to a building manager, neighbor, a business mailroom, drop-off location such as mailboxes, etc., post office (PO) boxes, the UPS Store, the Military Postal Service, etc. Note that if you use one of these locations as the shipping address, Great American Bullion is not responsible. In addition, if the carrier returns the package to sender due to no one being available to receive your package, we will not accept responsibility if something goes wrong in the return to sender process. This includes the package not making it back to our distribution center, damage or missing contents, etc.

Additionally, we will not assume responsibility for packages that are forwarded, signed for by apartment/complex building management, a business mailroom, the Military Postal Service or any person(s) that is not the addressee listed on the order.

Delivered but not Received –Please note that Great American Bullion will not be responsible for reimbursements or insurance claims on packages that are successfully delivered as addressed. Our liability and insurance cease the moment the package is signed for or left at the specified delivery address. Any issues or problems with a shipment **MUST** be reported to Great American Bullion within two (2) calendar days of recorded delivery, else Great American Bullion may deny any claim.

Lost in Transit – Lost in Transit is defined for the USPS as tracking not having updated in 5 or more calendar days. For UPS & FedEx, it is 3 calendar days. You must contact us within 7 days of most recent tracking for USPS and 3 days of most recent tracking for UPS & FedEx. If you do not contact us by these timeframes, insurance will not cover the package.

Missing or Damaged Contents – This is defined as packages that arrive to you with missing items, wrong items, or damaged items. You must notify us with 48 hours of the delivery timestamp on the tracking. Failure to do so will result in loss of insurance coverage.

For any of these issues, Great American Bullion assumes responsibility to pursue any claim with the insurance company; provided that you agree to cooperate with us in filing a claim for damaged/lost merchandise in any manner we may reasonably request, including the signing of an Affidavit stating the circumstances surrounding the damaged/lost merchandise within the allotted time frame. If we determine the package is lost or damaged, we will file a claim. Once the claim is filed, we reserve the right to reship your items or refund your money at our discretion.

13. Export Compliance

Each product that Great American Bullion sells is subject to all United States export laws. Therefore, no products may be exported or re-exported into, or to a national or resident



of, Cuba, Iran, North Korea, Syria, or any country to which the United States has embargoed goods. Additionally, no products may be exported or re-exported to anyone on the United States Treasury Department's list of specially designated nationals or the United States Commerce Department's Table of Denial Orders.

14. User Generated Content

Great American Bullion may provide you with the ability to submit user generated content to the Website, which may include but is not limited to product reviews. Except as otherwise licensed herein, you own all rights in and to your User Generated Content. User Generated Content may be hosted, shared, and/or published as part of the Website's associated services. User Generated Content posted to public areas of the Website, including as product reviews, will be publicly visible to all visitors of the Website. You expressly acknowledge, however, that Great American Bullion does not guarantee any confidentiality with respect to any submissions of your User Generated Content.

By submitting User Generated Content to the Website, you grant Great American Bullion a non-exclusive, irrevocable, royalty free, worldwide, and perpetual license to use your User Generated Content for the customary and intended purposes of the Website and any purpose related thereto, including, without limitation, to reproduce, prepare derivative works, distribute copies, perform, sell, display, research, and use any of the User Generated Content. These purposes may include, but are not limited to, providing you or third parties with the Website or its associated services, improving the Website or its associated services, and archiving or making backups of the Website. You agree to waive all moral rights in and to your User Generated Content across the world, whether you have or have not asserted moral rights in or to your User Generated Content. By submitting User Generated Content to the Website, you further agree to waive all rights of publicity or privacy with respect to the User Generated Content submitted.

You warrant that any User Generated Content you submit to the Website will not violate the rights of third parties, including, but not limited to, trademark rights, copyright rights, and rights of publicity and privacy, or violate any applicable law, statute, ordinance, treaty, or regulation, whether local, state, provincial, national, or international.

You agree you are solely responsible for any User Generated Content you submit to the Website. Great American Bullion acts solely as a repository of data, and therefore makes no guarantees as to the validity, accuracy, relevance, usefulness, or legal status of any User Generated Content. Great American Bullion does not guarantee the confidentiality of any User Generated Content you share through the Website with any third party.

Great American Bullion reserves the right to remove User Generated Content without prior notice and may, at its sole discretion, remove User Generated Content that it determines, at its sole discretion, violates the terms and conditions of this Agreement. Great American Bullion also reserves the right to terminate a user's access to the Website for any reason, including, but not limited to, for repeatedly infringing on the intellectual property or other rights of third parties or otherwise violating the terms and conditions of this Agreement, or for no reason, and without prior notice.



15. Termination

Either Great American Bullion or you may terminate this Agreement, for any reason, including convenience, with or without cause, at any time by written notice to the other party. The termination of this Agreement shall not affect the rights and the obligations of Great American Bullion or you with respect to the period prior to the date of termination. In addition, failure to timely make payments to Great American Bullion will result in termination of services as deemed appropriate by Great American Bullion.

16. Section 230 of the Communications Decency Act

You acknowledge and agree that Great American Bullion is an interactive computer service provider under Section 230 of the Communications Decency Act. Though Great American Bullion may edit, remove, or control the content displayed through the Website, you agree that Great American Bullion will not be considered an information content provider and will not be held liable for the republication of defamatory or tortious content created by third parties, whether through the Website or otherwise.

Overall, the Website may contain links to third party websites, applications, or services that Great American Bullion does not own or control. You agree that Great American Bullion will not be held responsible or liable for the content of third-party websites, applications, or services.

The views and opinions of users, contributors, and others expressed on this Website do not necessarily state or reflect those of Great American Bullion.

17. Disclaimers, Exclusions and Limitations

CAUTION: All purchases, including coins and bullion, involve some degree of risk and are affected by numerous economic factors, all of which are beyond the control of Great American Bullion. You, and not Great American Bullion, are responsible for such risk, including, without limitation, market volatility and inability to liquidate the products at an acceptable price, or at all. Consult your investment or financial advisor prior to purchasing/selling and fully assess whether you possess adequate savings and income prior to considering such a purchase. You represent and warrant to Great American Bullion that you have sufficient experience and knowledge to make informed financial decisions and that Great American Bullion is not making any recommendation with respect to such purchases and/or such sales.

18. Disclaimer of Warranties

Great American Bullion PROVIDES THE WEBSITE, THE PRODUCTS, AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. Great American Bullion DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, ITS USE, ANY INFORMATION ON IT: (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. Great American Bullion MAKES NO WARRANTIES OTHER



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Great American Bullion WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY CONTENT POSTED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ADVICE OR MARKETING PROVIDED BY ANY THIRD PARTY, ANY THIRD PARTY LINKS POSTED ON THE WEBSITE, OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE. Great American Bullion IS A RETAIL PROVIDER AND DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DESTRUCTION OF IDENTITY, UNAUTHORIZED ACCESS TO AN ACCOUNT, OR ALTERATION THEREOF. Great American Bullion RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME.

Great American Bullion WILL NOT BE HELD LIABLE FOR NETWORK, INTERNET, COMPUTER, HARDWARE, OR SOFTWARE PROGRAM MALFUNCTIONS, FAILURE, DELAYS, OR DIFFICULTIES WITH THE WEBSITE AT ANY TIME.

THIS WEBSITE MAY CONTAIN FORWARD LOOKING STATEMENTS THAT REFLECT Great American Bullion'S CURRENT EXPECTATION REGARDING FUTURE EVENTS AND BUSINESS DEVELOPMENT. THE FORWARD-LOOKING STATEMENTS INVOLVE RISKS AND UNCERTAINTIES. ACTUAL DEVELOPMENTS COULD DIFFER MATERIALLY FROM THOSE PROJECTED AND DEPEND ON A NUMBER OF FACTORS, MOST, IF NOT ALL, OF WHICH ARE OUTSIDE OF Great American Bullion'S CONTROL.

PLEASE REMEMBER TO ALWAYS CONSULT WITH YOUR INVESTMENT AND FINANCIAL ADVISOR PRIOR TO PURCHASING.

ALL PRODUCTS ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, Great American Bullion HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE HEREBY EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the disclaimers herein may not apply to you insofar as they relate to implied warranties.

19. Limitation of Liability

Great American Bullion SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ORDERS OR BUY BACK SALES PLACED VIA THE Great American Bullion ONLINE ORDER ENTRY SYSTEM, FOR ANY LOSSES OR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES THAT YOU



MAY INCUR AS A RESULT OF THE USE OF THE Great American Bullion ONLINE ORDER ENTRY SYSTEM, THE WEBSITE, AND/OR RELATED PRODUCTS/SERVICES. Great American Bullion SHALL NOT BE RESPONSIBLE FOR ERRORS, NEGLIGENCE, OR INABILITY TO EXECUTE ORDERS. FURTHER, Great American Bullion SHALL NOT BE RESPONSIBLE FOR ANY DELAYS IN THE TRANSMISSION, DELIVERY, OR EXECUTION OF YOUR ORDERS DUE TO BREAKDOWN OR FAILURE OF TRANSMISSION OR COMMUNICATION FACILITIES, OR FOR ANY OTHER CAUSES BEYOND Great American Bullion'S REASONABLE CONTROL. Great American Bullion SPECIFICALLY DISCLAIMS ANY LIABILITY FOR THE INTERRUPTION, CANCELLATION, OR OTHER TERMINATION OF THE Great American Bullion ONLINE ORDER ENTRY SYSTEM.

THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. Great American Bullion IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW.

20. Indemnity and Release

You agree to defend, indemnify and hold Great American Bullion and its subsidiaries, affiliates, officers, directors, agents, employees, licensors, members, shareholders, co-branders or other partners, employees, and advertising partners harmless from any and all claims and expenses, liabilities, losses, actions, damages, claims or demands, including reasonable attorneys' fees, made by any third-party directly or indirectly relating to or arising out of (a) content you provide to the Website or otherwise transmit or obtain through the products and/or services, (b) your use, purchase, and/or sale of the products and/or services, (c) your connection to the products and/or services, (d) your violation of this Agreement, (e) your violation of any rights of another, (f) your breach of any representation or warranty made by you to Great American Bullion, or (g) your failure to perform your obligations hereunder. If you are obligated to provide indemnification pursuant to this provision, Great American Bullion may, in its sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any claim without Great American Bullion's consent.

You are hereby agreeing to release Great American Bullion and its subsidiaries, affiliates, officers, directors, agents, employees, licensors, members, shareholders, co-branders or other partners, employees, and advertising partners from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to, without limitation, such disputes and/or to the Website and related products and services.



21. Relationship

The sole relationship between you and Great American Bullion is that of purchaser-seller. No other relationship, express or implied, including, without limitation, an agency, employee-employer, franchisee-franchisor, joint venture, or any partnership relationship exists.

22. No Waiver

Upon your failure to comply with your duties and obligations to Great American Bullion, the latter reserves all rights and remedies available at law or in equity. No delay or failure on the part of Great American Bullion in exercising any right or any remedy shall operate or be construed as a waiver of that right or that remedy. In addition, no partial exercise by Great American Bullion of any right or any remedy shall preclude the further exercise of that right or that remedy or the exercise of any other right or any other remedy. In the event you fail to comply with this Agreement, you expressly authorize and grant to Great American Bullion the right to charge your credit card for any and all market losses incurred by Great American Bullion, including, without limitation, administrative fees for accepting your orders to either buy from or sell to Great American Bullion as a result of price and market fluctuations for which you did not fulfill.

23. No Assignment

You may not assign this Agreement, including your related rights and/or obligations, without express prior written consent of Great American Bullion. Such consent may be granted or withheld by Great American Bullion at its sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of any/all permitted assignees and successors of you and Great American Bullion.

24. Force Majeure

You acknowledge and understand if Great American Bullion and/or the Website are unable to provide the products and/or services as a result of a force majeure event, Great American Bullion and/or the Website will not be in breach of any of its obligations to you under this Agreement. A force majeure event means any event beyond the control of Great American Bullion and/or the Website. Great American Bullion SHALL NOT HAVE ANY LIABILITY TO YOU WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR FAILING TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT SUCH FAILURE IS A RESULT OF A FORCE MAJEURE EVENT.

25. Warranties, Representations, and Restrictions of Website Use

You warrant and agree that you have the right and legal capacity to enter into this Agreement and to adhere to its terms and conditions. You warrant that you are a human individual that is eighteen (18) years of age or older. If you are under eighteen (18) years of age but at least thirteen (13) years of age, you must present this Agreement to your



legal guardian for review. Any minors under the age of thirteen (13) are prohibited from utilizing the Website and/or related services.

You warrant and represent that any and all information you provide to Great American Bullion and the Website is accurate and valid. You agree to comply in good faith with the terms and conditions of this Agreement.

You will not use the Website in any way that violates the rights of third parties, and you agree to comply with any and all applicable local, state, national, provincial, and international laws, treaties, and regulations. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside and here you use the Website. You may not use any third-party intellectual property without the express written permission of the applicable third-party, except as permitted by law. The Website will retain ownership of its intellectual property rights and you may not obtain any rights therein by virtue of this Agreement or otherwise, except as expressly set forth in this Agreement. You will have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit or sublicense from materials or content available on the Website, except as expressly set forth in this Agreement. You may not attempt to reverse engineer any of the technology used to provide the products and/or services.

In your use of the Website and the products and/or services, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (ii) defame, abuse, harass, stalk any individual, or disrupt or interfere with the security or use of the products and/or services, the Website or any websites linked to the Website; (iii) interfere with or damage the Website or products and/or services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (iv) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) the Website or create or use a false identity; (v) attempt to obtain unauthorized access to the Website or portions of the Website that are restricted from general access; (vi) engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users without their express consent or other information relating to the Website or the products and/or services; (viii) use any meta tags or any other "hidden text" utilizing the Great American Bullion name, trademarks, or product names; (ix) advertise, offer to sell, or sell any goods or services, except as expressly permitted by the Website; (x) engage in any activity that interferes with any third party's ability to use or enjoy the Website or products and/or services; or (xi) assist any third party in engaging in any activity prohibited by this Agreement.

26. Governing Law

Except as set forth elsewhere in this Agreement, this Agreement, the entire relationship between you and Great American Bullion, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement shall be controlled and governed by, and enforced in accordance with, the applicable



**GREAT
AMERICAN
BULLION**

Phone: 1-424-279-4609

Email: info@greatamericanbullion.com

Mailing: 3751 Motor Ave # 341140, Los Angeles, CA, 90034

laws of the United States of America and the State of California, including laws in the State of California relating to the statute of limitations, without regard to the State of California conflicts of laws provisions.

27. Arbitration Agreement; Class Action Waiver; Waiver of Jury Trial

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

Waiver of Jury Trial. YOU AND Great American Bullion EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JUDGE OR JURY FOR ALL DISPUTES, EXCEPT FOR DISPUTES RELATING TO THE ENFORCEMENT OR INFRINGEMENT OF YOUR OR OUR INTELLECTUAL PROPERTY RIGHTS (SUCH AS COPYRIGHTS, TRADEMARKS, DOMAINS, LOGOS, TRADE DRESS, TRADE SECRETS, AND PATENTS). Such disputes include, but shall not be limited to, those arising directly or indirectly or alleged to arise from, in relation to, or in any way in connection with your rights of privacy and publicity. Such disputes will be resolved through final and binding arbitration, which is typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. You and Great American Bullion agree not to combine a dispute that is subject to arbitration under this Agreement with a dispute that is not eligible for arbitration under this Agreement.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead, all claims and disputes will be resolved in a court as set forth herein.

Required Use of JAMS. You agree that the arbitration will be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") under the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Consumer Arbitration Minimum Standards in effect at the time the arbitration is initiated (collectively, the "JAMS Rules"). The arbitration will be presided over by a single neutral arbitrator selected in accordance with the JAMS Rules. The JAMS Rules, information regarding initiating an arbitration, and a description of the arbitration process are available at www.jamsadr.com. The location of the arbitration and the allocation of fees and costs for such arbitration shall be determined in accordance with the JAMS Rules.

Initiating Arbitration. If you intend to seek arbitration you must first send a written notice (the "Notice"), by certified U.S. Mail to the following:

C-Gold Technologies LLC Dba Great American Bullion

Attn: Legal Department

P.O. Box 341140



Los Angeles, CA, 90034

If Great American Bullion intends to seek arbitration, Great American Bullion will send the Notice to the current billing address on your account with Great American Bullion. The Notice must describe the nature and basis of the claim and the specific relief sought. If you and Great American Bullion cannot reach an agreement within thirty (30) days from the receipt of the Notice, either party may initiate arbitration proceedings.

Place to File Permitted Court Actions. If your dispute is related to intellectual property rights, or if the arbitration agreement is found to be unenforceable, you and Great American Bullion agree and consent that such disputes will be resolved in the federal or state courts in the State of California, as applicable, and that you and Great American Bullion agree to submit to personal jurisdiction and venue of the federal and state courts located in the State of California.

Time Limit to Commence Arbitration. You and Great American Bullion agree that for any dispute (except intellectual property disputes), you or Great American Bullion must commence an arbitration proceeding within one year after the dispute first arose; otherwise, such dispute is permanently barred. This means that if we or you do not commence an arbitration within one year after the dispute first arose, the arbitration will be dismissed as untimely.

Arbitration Agreement Survival. This arbitration agreement will survive the termination of your relationship with Great American Bullion.

28. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

29. Entire Agreement

This Agreement constitutes the entire agreement between you and Great American Bullion and governs your use of the Website, superseding any prior agreements.

30. Integration

Great American Bullion hereby incorporates its Privacy Policy and its Copyright Policy into this Agreement. This Agreement and its incorporated Privacy Policy and Copyright Policy constitutes the entire agreement between the parties with respect to the use of the Website and its associated services and products. You acknowledge and agree that any additional provisions that may appear in any communication from you will not bind Great American Bullion.

31. Statute of Limitations



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YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

32. Child Online Privacy Protection Act

The Website is not directed to persons under the age of eighteen (18) and Great American Bullion will not knowingly collect personally identifiable information from children under the age of eighteen (18). If Great American Bullion inadvertently collects such personally identifiable information, Great American Bullion will delete the personally identifiable information in accordance with its security protocols.

33. Reservation of Rights

All rights not expressly granted herein are reserved to Great American Bullion.

34. Privacy

Use of this Website is subject to the terms of our Privacy Policy, which is hereby incorporated into and made part of this Agreement. Please carefully review our Privacy Policy. By using this Website, you agree to be bound by the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of this Website, account registration, and any other personal information provided by you in accordance with our [Privacy Policy](#).

35. Custom Minted Orders Addendum

All initial custom minted bars and coins can take from 2 weeks to 12 weeks to produce after receipt of good funds and final customer approved designs. Custom Minted C-Gold World Gold Notes require a minimum 12 weeks lead time from receipt of good funds and final customer approved designs to be produced. Subsequent orders of the same designs and sizes take as low as 1 week and as high as 4 weeks to be produced depending on demand, and production schedules.

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