



PARTY OF GOLD, LLC  
Terms & Conditions of Use Effective October 1st, 2009

## 1. Our Commitment to Your Privacy

Your privacy is of paramount importance to us and we are committed to protecting your privacy to the greatest extent possible. In order for us to further this objective we are providing you with this notice concerning our policies within the context of our online information practices. Not only is it important for you to know what information we require and how it used, it is also important for you to know the terms and conditions that you will be asked to follow, as a condition of participating with us on this site. Your participation with Party of Gold will be an acknowledgment that you have read all of these terms and conditions, and that you understand our respective obligations and duties. Furthermore, your participation will be an affirmative acceptance of all of our trade practices, terms and conditions.

### A. What information does Party of Gold require from you?

We will need the following information

Name:  
Street Address  
City:  
State:  
Zip Code:  
Phone:

### B. How do we use the information you provide Party of Gold?

We use the information you provide about yourself only to contact you and to provide the requested information and/or services to you. We do not share this information with outside parties except to the extent necessary to satisfy your request.

We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties.

Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

### C. Who may use our site?

Anyone over the age of twenty-one (21) years of age and a legal resident of the United States of America may use our site. We do not knowingly collect information from children, nor do we knowingly maintain any such data from anyone under the age of twenty-one (21) years.

### D. Use and Disclosure of non-specific identifying Data and Web cookies?

Like most site operators, we gather non- personally-identifying information from you of the sort that web browsers, depending on the settings, may make available. This information includes your internet protocol (IP) address, operating system and browser type, and the locations of the web pages you view right before arriving at, while navigating and immediately after leaving this site.

A "WEB COOKIE" IS A STRING OF INFORMATION THAT A SITE STORES ON YOUR COMPUTER, AND YOUR BROWSER PROVIDES TO THIS SITE EACH TIME YOU SUBMIT A QUERY TO THE SITE. WE USE WEB COOKIES TO TRACK THE PAGES THAT YOU VISIT DURING EACH SITE SESSION, BOTH TO HELP US IMPROVE YOUR EXPERIENCE AND TO HELP US UNDERSTAND HOW THIS SITE IS BEING USED.

IF YOU DO NOT WISH TO HAVE WEB COOKIES PLACED ON YOUR COMPUTER, YOU SHOULD SET YOUR BROWSER TO REFUSE WEB COOKIES BEFORE ACCESSING THIS SITE, WITH THE UNDERSTANDING THAT CERTAIN FEATURES

OF THIS SITE MAY NOT FUNCTION PROPERLY WITHOUT THE AID OF WEB COOKIES. IF YOU REFUSE WEB COOKIES, YOU ASSUME ALL RESPONSIBILITY FOR ANY RESULTING LOSS OF FUNCTIONALITY.

#### **E. Are there exceptions to our policy to disclose personally identifying data.**

We disclose personally-identifying information if: 1. Required to do so by law, or in response to a subpoena or court order. 2. We believe in our sole discretion that disclosure is reasonably necessary to protect against fraud, to protect our property or other rights, or the rights of other users, third parties or the public at large. 3. we believe that you have abused the service by using it to attack other systems or to gain unauthorized access to any other system, to engage in spamming or otherwise to violate applicable laws.

We reserve the right to transfer all personally-identifying information in our possession to a successor organization in the event of a merger, acquisition, or bankruptcy or other sale of all or a portion of our assets. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred personally-identifying information will be subject to this privacy policy, or to a new privacy policy if you are given notice of that new privacy policy and you affirmatively opt-in to accept it. Personally identifying information submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by the successor organization.

#### **F. What steps do we take to assure the security of our site?**

We take reasonable precautions to protect the security of your information. However, neither people nor security systems are foolproof. Therefore, while we use reasonable efforts to protect your personally-identifying information, we cannot guarantee its absolute security.

#### **G. And, what possible changes could you anticipate?**

Because of changes in technology and the growth and development of our business or for other business reasons, we may need to modify this Privacy Policy from time to time. We will post a copy of the new policy with its effective date on this site. It is therefore important that you register with the site and notify us if you change your email addresses. If you do not provide us with a current email address, you should regularly review this policy to ensure that you are informed of any change. Unless we obtain your express consent, any revised Privacy Policy will apply only to information collected after the time it takes effect, and not to information collected under any earlier Privacy Policy. This policy is effective as of and was last updated on May 28, 2009.

YOU MAY REMOVE YOURSELF FROM ALL POG COMMUNICATION AND PROMOTIONS AT ANY TIME. METHODS OF REMOVAL:

\*\*SEND US AN EMAIL WITH YOUR E-MAIL ADDRESS AND REQUEST TO BE REMOVED OR SEND A LETTER TO PARTY OF GOLD, ADDRESS IS BELOW:

PARTY OF GOLD  
100 MACY ST.  
SUITE F BOX 225  
AMESBURY, MA 01913

## **2. Party of Gold Practices, Terms & Conditions**

### **A. PARTIES**

These Terms and Conditions are between Party of Gold LLC (hereinafter also known as Party of Gold, POG. And the seller identified on the cover sheet (seller and also "you" or "your") by shipping your goods to POG, you agree to all terms and conditions set forth herein and any additional terms and conditions we may send you in an email or written form.

### **B. YOUR REPRESENTATIONS**

Seller represents and warrants that:

- Seller has full legal to the merchandise being offered for sale to POG, and that no other party has any right, title or interest in the merchandise (including any liens or claims with respect to the merchandise). POG may, but shall not be obligated or required to, request documentation or other proof evidencing your sole legal title to the merchandise. In the event POG requests additional information regarding ownership, you agree to provide such information immediately.
- Seller is acting on his own behalf and not as an agent for any party
- Seller is at least 21 years of age
- Seller will provide accurate contact information, including, depending on the method of contact you have chosen, email address, physical address, and telephone numbers.

You agree to provide us with any current or updated contact information immediately upon any change in your contact information. For transactions conducted by email or phone, you further agree that (a) any email message that we send to you is deemed to have been effectively received by you and constitutes due notice to you by email and (b) any phone message we leave with you, anyone answering the phone, or on your answering machine or service is effectively received by you and constitutes due notice to you by telephone. We will mail any Merchandise or check to the physical address you provide.

### **C. SUBMISSION OF MERCHANDISE**

YOU CAN SUBMIT THE MERCHANDISE BY:

- Printing out a USPS or UPS shipping label on your own printer. You can select this option on our website and our system will generate a shipping label, submission form, and step by step instructions for you to print out on your printer. It is your responsibility to obtain shipping materials, pack the Merchandise and get the shipping materials to the appropriate shipment location (e.g., post office, UPS store location) If you use this method, we will pay the shipping costs, including insurance of the merchandise for \$1000. If you believe you need additional insurance, it is your responsibility to obtain such additional insurance at your expense before sending us your merchandise.
- We will send you a shipping label. You can select to request a shipping kit from us on our website, and we will send you the shipping labels, submission form, shipping materials and a step by step instruction by regular mail. You will still be responsible for packing the merchandise and getting the shipping materials to the appropriate shipment location (e.g.post office, UPS store location). Again, we will only insure the merchandise for \$1000.00 and if you believe that you need additional insurance, then it is your responsibility to obtain such additional insurance at your expense before sending us merchandise

We reserve the right, in our sole discretion, to reject delivery of any mail, envelope or package which appears to be damaged, opened, or tampered with and any such mail, envelope or package will be returned to the customer. POG shall have no liability to any customer for any such attempted delivery or return of any such items. Furthermore, we reserve the right, in our sole discretion, to return merchandise in the event it deviates from the written description you have provided of the merchandise.

### **D. OUR APPRASIAL OF YOUR JEWELRY**

Upon receipt of your Jewelry, we will weigh and evaluate your Jewelry and provide you with a quote by e-mail upon request. We purchase Jewelry for refining, not resale. Except for small diamonds, prices for Jewelry are based solely on the weight of your Jewelry and the karat grade contained in your Jewelry, not on its potential value if resold intact. For this reason, we cannot pay for gemstones in your Jewelry other than small diamonds. Prices for small diamonds are based on carat weight, color, clarity, cut and shape. If you wish to sell your fine Jewelry, such as estate pieces, diamonds over 1 carat and fine time pieces, you may also obtain a quote from our affiliated site: [www.theestatebuyer.com](http://www.theestatebuyer.com).

### **E. HOW TO REQUEST A QUOTE**

You may request that we provide you with an email quote for your Jewelry by including a note in the package you send to us by emailing us at [li@partyofgold.com](mailto:li@partyofgold.com) or by calling us at 978-769-3611. If you do not request a quote, we will assume that you do not want a quote, and we will evaluate your Jewelry and either send you a check or wire your payment into your account.

If you want a quote, we recommend that you request the quote on or before the date you ship your Jewelry to us. We will issue your payment within 24 hours of receipt of your Jewelry. So if we do not receive your request for a quote by the time we receive your Jewelry, we will not be able to provide you with a quote.

### **F. HOW YOU ACCEPT A QUOTE**

If you wish to accept the quote, please reply to the email you receive indicating that you accept the quote. If you would like to talk to a Party of Gold representative about the quote, please respond to the email and let us know what phone number we should call. We may, in sole discretion, record the call, and if you orally accept the quote during the call, you will have been deemed to accept our offer. Email quotes will be valid for a period of 12 days. If you do not accept the quote, we will return your Jewelry to you. We will, in our sole discretion, choose the return carrier, insurance, and receipt verification method for each transaction. We will insure your Jewelry for no more than the amount we offer you for your Jewelry (regardless of what you insure the Jewelry for when you mail it to us), unless you notify us by phone at 978-769-3611 that you agree to pay for the additional insurance you request. If you believe your Jewelry is worth more than \$100, we recommend that you insure your shipment for the value you think it is worth.

### **G. RETURN OF MERCHANDISE**

In all cases, in the event that you have complied with these Terms and Conditions and your Merchandise is returned to you by POG, we will ship your Merchandise to you at your address as it appears in our records via a shipping method of

your choosing at our expense, and we will insure the Merchandise for the full value of the rejected offer, or in the event that no offer has been made, for \$250, unless you inform us in writing prior to shipment that you desire a higher insurance value. You will be required to pay for any additional insurance or alternate method of delivery requested, and we must have proof of such payment before we will return the Merchandise or the Merchandise will be shipped C.O.D.

You cannot request a return of your Merchandise or otherwise undo, cancel, rescind, modify, or condition the transaction if you accepted our offer by email or on the phone. For all other situations, if you change your mind about selling your material or are dissatisfied with the amount of payment you received, you must notify us immediately. If we do not hear from you by telephone or fax within TEN (10) BUSINESS DAYS of the date of the check we mailed to you, your material may be destroyed as part of our typical refinement process.

In order to have your Merchandise returned:

- Notify us by (i) Calling 978-769-3611 (ii) sending us an email (from the email you originally used) to li@partyofgold.com or (iii) sending us a fax at 978-769-3612. In all cases, please provide your full contact information, tell us you want your Merchandise returned, and reference your offer number.
- You must return the un-cashed check we sent you. We will not return your Merchandise until you return the un-cashed check. We must receive the un-cashed check we send you within FIVE (5) BUSINESS DAYS of the date you notified us that you desired to cancel the transaction. You are responsible for sending us the un-cashed check at your expense, and the check must be sent to us at the address indicated in the upper left hand corner of the check. After the un-cashed check is received by us (or in the event we did not yet issue a check to you), we will ship back your Merchandise within FIVE (5) BUSINESS DAYS. If we do not receive the un-cashed check within the FIVE (5) BUSINESS DAYS period, the transaction will be considered final and we will not return the Merchandise.

The time limitations referenced herein cannot be waived for any reason and we will not be responsible for any loss of damage of any kind if the time limitations are strictly followed. Failure to satisfy the requirements set forth in this paragraph will cause you to forfeit your right to the return of your Merchandise and the transaction will be considered final, we will own the Merchandise, and the Merchandise will be destroyed in accordance with our procedures.

## **H. EXPRESS AND IMPLIED GRANT OF LICENSE**

In order for us to respond effectively to your feedback and input, we will need a license from you to utilize your feedback, comments, suggestions, and input on this site or anywhere else. By participating in and by making a specific contribution, you expressly and by implication GRANT POG a perpetual, non-exclusive, fully paid and royalty free license and sub-license to use this information. You also GRANT POG the right to sublicense any information to third parties throughout the world to use, modify, create, derivative works of, disseminate, reproduce, rent, resell, or distribute. That license or sublicense, as the case may be is hereby irrevocably granted. You further grant us the right to use the name that you submit with your contributions or suggestions and you acknowledge that this license does not obligate POG to use your name in association therewith.

## **I. SURVIVAL OF COVENANTS, TERMS, AND CONDITIONS**

Even after your use of this site has ended, you hereby agree to continue to be bound by the terms and conditions set forth herein and agree that all of the policies, terms, and conditions stated herein shall survive this agreement and shall be binding upon your heirs, assigns, and successors.

## **J. LIMITATION OF LIABILITY**

Liability is expressly limited to the period during which the Merchandise is in POG's possession, custody, and control. Any insurance provided POG is strictly limited to those amounts expressly set forth herein. Any claims for loss or damaged while the items are in the possession of the carrier shipping the items shall be made by the Seller solely against the carrier or the insurance company.

IN ALL EVENTS YOU AGREE THAT THE LEGAL LIMIT OF OUR LIABILITY TO YOU FOR ANY CLAIMS OR ACTINOS FOR LOST, DAMAGED, OR DESTROYED MERCHANDISE SHALL NOT EXCEED THE LESSER OF OUR PAYMENT TO YOU OR \$250 PER TRANSACTION. YOU AGREE THAT POG AFFILIATES, EMPLOYEES, DIRECTORS, CONTRACTORS, OR AGENTS WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY, PUNITIVE DAMAGES, OR LOSS OF PROFIT OR OPPORTUNITY. BY SUBMITTING THE ITEMS, THE SELLER EXPRESSLY ACCEPTS THIS LIMITATION OF LIABILITY.

This limitation of liability shall be binding on the Seller and any third party, including but not limited to, Seller's successors, assigns, insurance carriers, and any other individual or entity asserting any right or claim relating to this transaction. In no event shall POG be liable to any third party, including any insurance carrier. POG shall not be liable for any subrogation claim brought by Seller's insurance carrier by Seller's insurance carrier and, by submitting an item to POG, and the seller expressly and specifically waives any such subrogation claim on his or her behalf of his or her insurance carrier.

You agree that regardless of any statute or law to the contrary, and claim or cause of action arising out of or related to use of the services must be filed within one (1) year after such a claim or cause of action arose or be forever barred. EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THESE TERMS AND CONDITIONS OR THE SUBJECT MATTER HEREOF OR THEREOF, THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. IN NO EVENT SHALL POG BE LIABLE TO YOU OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION YOUR INSURANCE CARRIER) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR DAMAGES ARISING FROM YOUR USE OF THIS SITE, www.partyofgold.com, CONTRIBUTIONS, THE MATERIALS OR ANY OTHER CONTENT ON THE SITE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY TO YOU WITH RESPECT TO ANY LOSS OF DAMAGE SUFFERED BY YOU OR BY ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR OUR PERFORMANCE OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY SHALL NOT EXCEED LESSED OF THE FOLLOWING (A) ONE-THIRD OF THE APPRAISED VALUE OF ALL THE JEWELRY THAT YOU SUBMIT TO US, WHICH APPRAISAL WAS ISSUED BY A THIRD PARTY CERTIFIED APPRAISER PRIOR TO THE TIME YOU SHIPPED THE JEWELRY TO US; OR (B) ONE HUNDRED DOLLARS (\$100).

#### **K. HOLD HARMLESS AND INDEMNIFICATION**

You agree to indemnify and hold us, our subsidiaries, affiliates, and licensors and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to arising out of your Contributions, you use of this Site, content on the Site or the Materials in violation of this Agreement and/or arising from a breach of this agreement and warranties set forth above.

#### **L. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between you and us regarding the use of this Site and supersedes any prior or contemporaneous understandings and agreements between you and us related to its subject matter.

#### **M. INDEPENDENT CONTRACTORS AND AGENCIES**

Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between us and you.

#### **N. FAILURE TO EXERCISE**

Our failure to exercise or enforce any right provision of this Agreement shall not operate as a waiver of such a right or provision.

#### **O. SEVERABILITY**

The parties agree that each provision of this Agreement is intended to be construed to be enforced to the fullest extent possible. If any provision or part of provision of this Agreement is held to be unlawful, void, or unenforceable, that provision or part of the provision shall be deemed severable from this Agreement and not affect the validity and enforceability of any remaining provisions.

#### **P. NON-ASSIGNABILITY**

You may not assign your rights under this Agreement to any third party; we may assign its rights under this agreement without condition.

#### **Q. GOVERNING LAW, JURISDICTION AND ARBITRATION**

POG is headquartered in Massachusetts. YOU EXPRESSLY AGREE THAT:

- These Terms and Conditions shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions.

#### **R. FULL ACCORD AND SATISFACTION**

Your acceptance of any payment made to you or your acceptance of any settlement of any dispute in accordance with any of the other provisions contained herein shall constitute full accord and satisfaction of all rights, liabilities, and remedies hereunder. In so going you agree to waive all rights to sue, bring a complaint, cause of action or any other form of claim against POG and this waiver shall be binding upon all of your heirs, successors, and assigns and neither party shall have recourse against the other from now until the end of time.

## **S. DISCLAIMERS**

ALL CONTRIBUTIONS OR ANY OTHER MATERIALS OR ITEMS PROVIDED THROUGH THIS SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OR CONDITIONS OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE SHALL NOT BE RESPONSIBLE FOR THE CONTENTS OF THE GOLD CHART SATA APPEARING ON THIS SITE. THIS DATA IS PREPARED BY THIRD PARTIES, AND WE INCLUDE THIS CHART ONLY FOR GENERAL INFORMATION PURPOSES.

YOU AGREE THAT YOUR USE OF THIS SITE AND SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THIS SITE AND YOUR USE OF IT.

WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY PERSONAL OR FINANCIAL INFORMATION STORED ON THEM, (B) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THIS SITE AND/OR (C) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THIS SITE BY A THIRD PARTY.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU LIVE IN ONE OF THESE JURISDICTIONS, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## **T. MISCELLANEOUS**

Notwithstanding any other provision herein to the contrary, we reserve the right to suspend or enlarge any time frame specified above and/or request additional documents or information from you, in order to comply with any applicable local, state, or federal law, ordinance, or regulation. Furthermore, any time frame set forth above may be suspended or extended in our discretion with or without notice to you in the event that we encounter technical difficulties concerning our website or otherwise, or encounter and other delays attributable to the acts of God, including but not limited to fires, hurricanes, or other storms.