

# Terms and Conditions

## LEGAL TERMS AND CONDITIONS

The terms and conditions below and those described on the web site are legally binding on each and every customer of CashGold Canada and shall inure to the benefit of CashGold Canada and its successors and assigns.

### Requirements For Use

Customer must be at least eighteen (18) years of age in order to conduct a CashGold Canada transaction relating to gold or jewellery. In addition, every customer of CashGold Canada must be the actual legal owner of any and all property sold or attempted to be sold to CashGold Canada and every customer must be acting on his or her own behalf and not as the agent or representative of another person. CashGold Canada may, but shall not be obligated, request documentation or other proof of compliance with these requirements . You also warrant to CashGold Canada that you have good and marketable title to the property you send , full authority to sell and transfer said property; and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever. CashGold Canada may, but shall not be required to, ask you to provide documentation or other proof of such ownership.

You also warrant to CashGold Canada that any transaction initiated by you will not cause CashGold Canada to be in violation of any anti-money laundering or anti-terrorism act.

### Guaranty Against Loss and Limitation of Liability

CashGold Canada guaranty against loss of the total contents properly shipped to CashGold Canada in CashGold Canada kit in accordance with the instructions and procedures established by CashGold Canada and subject to the terms and conditions herein and as described at CashGold Canada web site,

www.cashgoldcanada.ca. CashGold Canada reserves the right, in its 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 using Canada Post services to the customer. CashGold Canada shall have no liability to any customer for any such attempted delivery or return of any such items.

If there is a loss of the contents of a CashGold Canada Kit that you properly shipped to CashGold Canada in accordance with the instructions and procedures set forth on the CashGold Canada website or the CashGold Canada Kit, CashGold Canada will guaranty you against such loss subject to these terms and conditions.

CashGold Canada 's liability under such loss guaranty or otherwise will be limited to one-third (1/3) of the current market liquidation value placed on the total contents of the CashGold Canada's kit by CashGold Canada or One Hundred (\$100.00) Dollars, whichever is less.

If the total value of your items is greater than \$100, we recommend that you insure your package for more than \$100 at your own expense. By submitting items to CashGold Canada, customer explicitly and expressly accepts this limitation of liability. In no event, will CashGold Canada 's liability to you exceed One-Hundred Dollars (\$100.00). CashGold Canada will not be liable to you for any damages, including but not limited to, incidental, consequential, punitive, loss of profit or opportunity, other than as expressly set forth in these terms and conditions.

This limitation of liability shall be binding on each and every customer and any third party, including, but not limited to, the customer and the customer's successors, assigns, insurance carriers and any other individual or entity asserting any right or claim relating to customer's transaction with CashGold Canada.

In no event shall CashGold Canada be liable to any claim brought by a customer's third parties or insurance carriers, nor will CashGold Canada be liable for any loss of profit, loss of time or punitive damages. By submitting an item to CashGold Canada, the customer expressly and specifically waives any claim on his or her behalf as well as on the behalf of his or her third party or insurance company.

Without limiting the foregoing, this guaranty will apply only to property shipped in the CashGold Canada's Kit packaging supplied by CashGold Canada. In the event you use your own packaging, you must insure your property with the carrier for its full value and if it is lost or stolen prior to reaching CashGold Canada you must make a claim against the carrier.

#### Return Insurance Liabilities

If an item is returned to a customer, CashGold Canada will insure the item for no more than the amount offered by CashGold Canada regardless of what it was insured for when mailed by the customer to CashGold Canada, unless CashGold Canada is otherwise notified by e-mail or fax by the customer prior to the return shipment and the customer agrees to pay for any extra insurance requested. CashGold Canada shall, in its sole discretion, choose the return carrier, insurance and receipt verification method for each transaction. CashGold Canada will not insure any item with a value of less than \$25.00. Except for such insurance obligation, CashGold Canada will have no liability whatsoever in connection with the return of any item to you.

Merchandise that is sent by customers is kept at the refinery for 30 days. If an offer is not accepted by the customer or payment for the return of the Gold Kit is not sent to CashGold Canada within (30) days, the jewellery or precious metals will be melted and CashGold Canada will not be held responsible. In such case, CashGold Canada will charge a twenty (\$20) fee to cover return postage. Your items will be sent COD. If you are unsure whether your items contain precious metals you can

refer to the Gold Information link on our website.

CashGold Canada doesn't purchase costume jewellery or items not containing precious metals. Items not containing precious metals will not be returned by CashGold Canada but you may request these items be returned to you at your expense. In such case, CashGold Canada will charge \$20 dollar fee to cover return postage and processing in order to return items not containing precious metals. Your items will be sent COD.

Also, you agree not to send in materials containing hazardous materials such as Arsenic, Beryllium, Bismuth, Cadmium, Mercury, Lead, Antimony, Selenium, , Tellurium or any other deleterious materials.

#### 100% Satisfaction Guarantee

We offer extremely competitive pricing for your scrap items and are confident you will be happy with your payout. If for any reason you are unhappy in any way with the amount you receive for your precious metals, simply call our toll-free number and have your cheque returned to us no later than ten(10) days of the date that appears on the cheque or send us back the payment we issued to you via Paypal within ten (10) days (whichever applies) and we will return the material you included in the CashGold Canada kit within fifteen (15) business days. No questions asked. This is our 100% satisfaction guarantee. After the ten (10) day return period your items will be removed from our facility to be refined. If you are concerned that your returned cheque will not reach us in time, please let us know before the ten(10) days have passed so that we hold your package for you. Please note that if you elect to have your items returned to you, a \$20.00 shipping and handling charge will apply. You understand that failure to do so might result in the refining of your property and that once refined, the property cannot be recovered.

#### Binding Effect

These terms and conditions, including, without limitation, the

limitations of liability, will be binding on you and all third parties, including, but not limited to, your successors, assigns, insurance carriers and any other individual or entity asserting any right or claim relating to your transaction with CashGold Canada. In no event will CashGold Canada be liable to any third party, including any insurance carrier. CashGold Canada will not be liable for any subrogation claim brought by your insurance carrier, and, by submitting any property or CashGold Canada Kit to CashGold Canada, you expressly and specifically waive any such subrogation claim on your behalf as well as on the behalf of your insurance carrier.

#### Phone, e-mail or Verbal Offers

You may request CashGold Canada to provide a telephone or e-mail quote for your items after such items have arrived at the CashGold Canada refining facility. Such offers may, at the discretion of CashGold Canada, be recorded. Upon your acceptance, verbal or written, of such quote, you will be legally bound by such transaction, payment will be issued by CashGold Canada within twenty four (24) hours of such acceptance and you will not have the opportunity to return your check and receive your items back from CashGold Canada. The ten (10) day customer satisfaction holding period guaranty will no longer be applicable to such transaction. If you decline our verbal or e-mail offer and elect to have your items returned to you, a \$20.00 shipping and handling charge will apply. Your items will be sent back to you COD after receipt of a certified check, bank draft or payment via PayPal from you. You understand that failure to pay the \$20.00 shipping and handling charge within fifteen (15) business days after you decline our offer will result in the refining of your property and that once refined, the property cannot be recovered.

#### Precious Metals Buy/sale Disclaimer of Liability

CashGold Canada shall not be responsible for the contents of the Buy and Sale data appearing on its website. These tables are prepared by third parties other than CashGold Canada, and

CashGold Canada includes such charts only for general information to its customers, and CashGold Canada shall not be liable to anyone who relies on the information contained therein.

#### Waiver & Claims

In order to receive a loss guaranty payment or other remuneration from CashGold Canada, you must submit a claim to CashGold Canada on the claim form provided by CashGold Canada. In order to be processed, the claim form must be fully and accurately completed, signed and mailed to CashGold Canada in accordance with the instructions on the claim form. The customer must submit any and all supporting documentation with the completed and signed claim form. Failure to properly complete, sign and/or mail the claim form WITH PROOF THAT THE GOODS WERE MAILED TO CashGold Canada will result in the denial of the claim by CashGold Canada. Failure to comply with these requirements will constitute a waiver by you and result in the denial by CashGold Canada of your claim.

There is a 30 days waiting period from the time the claim form is received by CashGold Canada and the claim is processed.

In the event that the courts rule in favor of CashGold Canada, CashGold Canada must be reimbursed for any and all legal fees and costs incurred in defending any civil action filed or attempted to be filed.

#### Indemnity

You agree to indemnify and hold CashGold Canada and the employees of CashGold Canada harmless from all liability, claims, suits, losses, costs and legal fees (paid in advance) caused by, arising out of or resulting from any breach or claimed breach of these Terms and Conditions, including claims brought by third parties or due to / arising out of your use of any CashGold Canada website, or its content in violation of these terms and conditions

These terms and conditions are subject to change without notice. CashGold Canada urges you to revisit our website often to be sure that you are aware of any changes in these terms and conditions.