

**22K METALS**  
**TERMS AND CONDITIONS**

**Acceptance of Terms and Conditions:**

These Terms and Conditions represent the entire agreement between 22k Metals, Inc. and its end user customers, superseding all prior or contemporaneous agreements with respect to purchases of educational and/or collectible products from 22k Metals. This Agreement is effective as of the date you use any 22k Metals websites, purchase any one of 22k Metals's products, or in any way interact with 22k Metals, Inc.

**Changes to the Terms of Use:**

22k Metals has the right to make changes, modifications, alterations or deletions of any content of these terms at any given time. Due to timely updates, clients are expected to occasionally visit this page to identify revisions to which they are bound. Use of the Site before and after changes made, signifies acceptance, agreement and assent of the Terms of Use and Terms and Conditions and are therefore bound to the existing rules.

**Data Collection:**

The rights you grant in this license are for the limited purpose of operating, promoting, and improving our products and services, and to develop new ones. This license continues even if you stop using our products and services. 22k Metals may collect information on Customer's Internet performance for the limited purpose of improving the network reliability and scalability.

**Restriction on Product Transfer:**

Customer shall not, directly or indirectly, transfer any of 22k Metals's products, including but not limited its educational or collectible products, to another party without written permission from 22k Metals.

**Copyright and Trademark Notice:**

Unless otherwise specified, all materials appearing on this site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of 22k Metals. You may use the content of this site only for the purpose of shopping on this site or placing an order on this site and for no other purpose. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

- a. Feedback: Customer, may (but are not required to) provide 22k Metals with suggestions, comments or other feedback regarding the Products ("Feedback"). If Customers do provide

22k Metals with Feedback, then 22k Metals may, and you hereby grant 22k Metals a license to, freely use, disclose, reproduce, license, distribute and otherwise commercially exploit such Feedback in connection with any product, technology, service, specification or other documentation.

b. Advertising Agencies: For clarity, if you are an advertising agency, your own internal use of any Product, including the Service, does not include use of the Product by or for any of your customers or by or for any other third party (including any sister agency).

**Payment:**

We only accept crypto currency, at this time, for payment.

**Links:**

This site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that we're not responsible for the operation of or content located on or through any such site.

**Order Acceptance Policy:**

Your receipt of an electronic or other form of order confirmation does not signify 22k Metals's acceptance of your order, nor does it constitute confirmation of our offer to sell. 22k Metals reserves the right at any time after receipt of your order to accept or decline your order for any reason.

**Refund Policy for Customers:**

22k Metals issues a \_\_-Day Money Back Guarantee for all Retail Customers and Preferred Customers, and Independent Brand Ambassadors. If a Retail or Preferred Customer is unsatisfied with a product purchased directly from 22k Metals, the Customer may return the product for a full refund of the purchase price within 60 days of the date of purchase. To obtain a refund, the Customer must contact the 22k Metals customer service department in order to obtain the refund and follow the correct steps to obtain the refund.

**Refund Policy for Independent Brand Ambassadors**

Independent Brand Ambassadors must inspect Product upon delivery. If the Product is damaged in shipment, incorrectly sent due to a Company error, or otherwise of substandard quality, 22k Metals will exchange the Product, provided you notify 22k Metals within five business days of receipt of the order. Failure to notify 22k Metals within five business days of nonconforming Product will be deemed acceptance of the Product delivered.

Independent Brand Ambassadors may return product for a refund if they are unsatisfied with a product purchased from 22k Metals. The same 60 day return policy applies to Independent Brand Ambassadors. Contact 22k Metals customer service, and follow the procedures outlined by the company. Any sales commissions earned through the 22k Metals compensation plan, bonuses or awards achieved as a result of these purchases will be reversed during the refund transaction. Any Commissions paid to the Independent Brand Ambassador and his or her Upline for the Product returned by an Independent Brand Ambassador or Customer may be debited from the respective Upline Independent Brand Ambassador's account or withheld from present or future Commission payments. An Independent Brand Ambassador agrees that he

or she will not rely on existing Downline Organization Volume at the close of a Commissions period, as returns may cause changes to his or her Title, Rank and/or Commissions payout.

### **Delivery Policy:**

If the product is in stock, please allow fourteen (14) days for your order to arrive. If more than fourteen (14) days have passed, please email us at [support@22kMetals.com](mailto:support@22kMetals.com) to review the status of your order.

22k Metals products may be backordered. In case of a backorder, 22k Metals will provide you with a “back order” notice with your shipment. Back orders are filled first as new inventory arrive.

### **Typographical Errors:**

In the event a service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, 22k Metals shall have the right to refuse or cancel any orders placed for service listed at the incorrect price. 22k Metals shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, 22k Metals shall immediately issue a credit to your credit card account in the amount of the incorrect price.

### **Site User Conduct:**

All users of the Site shall be 18 years of age or older. In connection to the use of the Site and content, users are not allowed to:

- Upload, post, e-mail, or otherwise transmit any:
  - content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of anyone’s privacy, hateful, or racially, ethnically, or otherwise illegal or objectionable;
  - content that does not give any right to users to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
  - content that infringes any patent, trademark, trade secret, copyright, or other intellectual property right of any party;
  - unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
  - material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment
- Use the Site for any unlawful purpose;

- Interfere with or disrupt the services and content of the Site,
- Intentionally or unintentionally, violate any applicable local, state, national, or international law.

Termination of access to the Site and use of its products and services may be performed by 22k Metals subject to the compliance to the Terms of Use. False, inaccurate or incomplete information provided; engagement to any conduct that would otherwise harm any of 22k Metals's rights or interests in its Site, products, services, or other property; or for any or no reason, can all be grounds for termination without prior notice.

a. **Immediate Termination:** In addition to 22k Metals's other rights under this Agreement, Customer acknowledges and agrees that 22k Metals shall have the right to immediately terminate Customer's access to the Service in the event that Customer fails to comply with the limitations on Service usage set forth in Site User Conduct Section above.

b. **Effect of Termination:** Except as set forth in this Agreement, in the event of termination of this Agreement, the rights and obligations hereunder will terminate immediately. Any payment or other obligation that has accrued as of such termination date will survive such termination. In the event of any termination of this Agreement any provision hereof required to enforce the parties' rights and obligations hereunder or that by its terms continues after such termination, will survive and will continue in effect as described therein.

#### **Limitation of Liability:**

22k Metals, its officers, managers, members, employees, attorneys or agents shall be liable (jointly or severally) under no circumstances, including but not limited to negligence for any direct, indirect, special, incidental or consequential damages of any kind. This statement includes but not limited to the use of products and services offered by 22k Metals, data and profit loss on any theory of liability which may arise in or out of the connection with the ability or inability of the products and services offered by 22k Metals or the materials on the Site. The fact remains true despite the advice given to 22k Metals or any of its representatives of the possibility of such damages. Limitation and exclusion of incidental or consequential damages may not be applicable to everyone since some states do not allow such. Liability shall be limited to the fullest extent permitted by applicable law if any authority holds any portion of this section to be not enforceable.

#### **Disclaimer of Warranty:**

22k Metals disclaims all warranties, expressed or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, or other violations of rights with the fullest extent permissible pursuant to applicable law. No liability or responsibility is assumed for any errors or omissions of the contents in the Site; any corrected defects; any failures, delays, malfunctions, or interruptions in the delivery of the any content on the Site; any losses or damages; or any conduct by users of the site, either online or offline. 22k Metals does not warrant or represent the use or results of the use of the products, services, or materials on the Site in terms of correctness, accuracy, reliability, or otherwise. The users/clients shall assume the entire cost of servicing, repair or correction.

**Sole Remedy:**

THE RETURN AND REPLACEMENT OR REPAIR OF THE PRODUCT IS YOUR SOLE REMEDY, AND 22K METALS'S SOLE LIABILITY, IN CONNECTION WITH THIS WARRANTY. 22K METALS'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT, NOR SHALL 22K METALS UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. Please note that some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.