# **Terms and Conditions**

**THE AGREEMENT**: The use of this website and services on this website provided by **Lets Trade Cards LLC** (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

## **DEFINITIONS**

“Agreement” denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website.

“**We**,” “**us,**” and “**our**” are references to LETSTRADECARDS.COM.

“**User**,” “**You,**” and “your” denotes the person who is accessing the website for taking or availing of any service from us. User shall include the company, partnership, sole trader, person, body corporate, or association taking services of this Website.

” **Website**” shall mean and include **letstradecards.com** and any successor Website of the Company or any of its affiliates.

**Parties**: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

## **ASSENT & ACCEPTANCE**

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS, AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE:

* YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
* LIMITATIONS OF OUR LIABILITY TO YOU; AND
* A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. If you do not agree to these Terms or our Privacy Policy, then please cease using the Services immediately. We reserve the right to change these Terms at any time (see “Changes to these Terms” below.) By accessing, browsing, and/or using the Services after updates to these Terms have been posted, you agree to be bound by the updated Terms. THESE TERMS AND OUR PRIVACY POLICY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND LETS TRADE CARDS LLC.

### **Consequences of Non-Compliance**

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Services and may subject you to civil and criminal penalties.

## **ELIGIBILITY**

To access our Services through our Website, you must be a legal entity, or an individual of seventeen (17) years of age or older who can form legally binding contracts. To become a Registered User, you must accept all the terms and conditions in, incorporated by reference in, and linked to, these Terms and conditions. By becoming a Registered User, you agree to: (1) Abide by the Terms and conditions and the processes, procedures, and guidelines described throughout the Website; (2) Be financially responsible for your use of the Website and the purchase or delivery of services; and (3) Perform your obligations as specified by any Agreement that you accept, unless such obligations are prohibited by law or by the Terms and conditions. Lets Trade Cards reserves the right, in its sole discretion, to refuse, suspend, or terminate Services to anyone.

## **REGISTRATION**

To become a Registered User and to access Services you must register for an Account. You agree to provide true, accurate and complete information as prompted by the registration form and all forms you access on the Website, and to update this information to maintain its truthfulness, accuracy, and completeness.

## **ACCOUNTS AND PROFILES**

General. Once you have registered with the Website as a Registered User, the Website will create your Account with Company and associate it with an account number. You may create a profile under your Account, Username and Password. During registration, you will be asked to choose a username and password for the Account. As a Registered User, you agree, and you are entirely responsible to safeguard and maintain the confidentiality of the username and password you use to access this Website. You authorize Company to assume that any person using the Website with your username and password is you or is authorized to act for you. You agree to notify us immediately if you suspect any unauthorized use of the account.

## **BUYERS TERMS**

* Note: Please examine all raw card and comic images in each listing to determine if the item meets your standards, regardless of the seller's classification. The listing may not fully express the condition of all raw cards and comics. Prepare yourself for the scales and expect your purchases to fall into the designated categories. It is not grounds for a return to point out unlisted damage that falls within our condition tolerances.
* Our raw condition scales do not measure centered prints or manufacturing flaws. Buyers should examine the images and make their own decisions.
* Any offer made by a buyer is valid for 24 hours or until it is declined, countered, or the buyer cancels. Whichever event of the four occurs first.
* Buyers are expected to pay within 24 hours after a seller accepts an offer. Failure to adhere to this policy will result in the deactivation of one's account.
* Shipping is included in all prices. This is the case for all offers; no additional shipping charges apply.
* Buyers' fees - Because buyer fees are based on site usage, a 1% buyer/usage fee (calculated as a percentage of the transaction amount) is added to successful purchases. Fees are used solely at Lets Trade Cards' discretion to support and maintain the platform.
* If a buyer has an issue with an order, they are expected to first contact the seller in an effort to come to an amicable solution.

### **Purchases and Payment**

We accept the following forms of payment:

• Visa

• Mastercard

• American Express

• Discover

• PayPal

You agree to provide accurate purchase and account information for all purchases made through the Site. We need your email address, payment method, and card expiration date to complete your transactions. We will add sales tax to the purchase price if we think it is necessary. Prices may change at any time. All payments must be made in US$.

With your order, you authorize us to charge your chosen payment provider for any and all charges at the time of purchase, including shipping fees. Until you cancel the applicable order, you authorize us to charge your payment method on a recurring basis without your prior approval. All pricing errors will be corrected even if payment has already been requested.

We reserve the right to refuse any order placed online. We reserve the right to limit or cancel orders per person, household, or order. Orders placed by or under the same customer account, payment method, or billing or shipping address may be subject to these restrictions. We reserve the right to limit or deny orders placed by dealers, resellers, or distributors based on our sole judgement.

## **Taxes**

You are responsible for paying any taxes, including any goods and services or value added taxes, which may be applicable depending on the jurisdiction of the services provided.

Depending on your residency or location, you may be subject to certain ad valorem or other taxes (for example, GST), on certain fees that we charge. These taxes will be added to fees billed to you, if applicable.

You acknowledge that you must comply with your obligations under income tax provisions in your jurisdiction.

## **ACCURACY OF INFORMATION**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to user descriptions, pricing, availability, promotions, and offers. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and conditions at any time and for any reason. We undertake no obligation to update, amend or clarify information on the Website, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated. Please ensure that you check the applicable Terms every time you use our site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted the changes in any revised Terms and conditions by your continued use of the site after the date such revised Terms and conditions are posted.

## **ADVERTISEMENTS**

During your use of the Website and Services, you may enter correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Website and Services. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between you and any such third party.

## **USER OBLIGATIONS**

As a user of the Website or Services, you may be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to use the Website and Services. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. An email notification will suffice. You are responsible for maintaining the safety and security of your identifying information, as well as keeping us apprised of any changes to your identifying information. Providing false or inaccurate information or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

### **Seller Background Checks and User Representations and Warranties**

#### **Seller Background Checks**

Sellers may be subject to a review process before they can register for and during their use of the Lets Trade Cards Platform, which may include but is not limited to identity verification and criminal background checks, using third party services as appropriate (“Background Checks”). Although Lets Trade Cards may perform Background Checks, Lets Trade Cards cannot confirm that any User is who they claim to be, and Lets Trade Cards cannot and does not assume any responsibility for the accuracy or reliability of Background Check information.

When interacting with other Users, you should exercise caution and common sense to protect your personal safety, data, and property, just as you would when interacting with other persons whom you don’t know. Lets Trade Cards will not be liable for any false or misleading statements made by Users of the Lets Trade Cards Platform.

NEITHER LETS TRADE CARDS, NOR ITS PARENTS, AFFILIATES OR LICENSORS, INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, INVESTORS, SUBSIDIARIES, ATTORNEYS, REPRESENTATIVES, INSURERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY REFERRED TO AS “AFFILIATES” ) IS RESPONSIBLE OR LIABLE FOR THE CONDUCT, ACTS, OR OMISSIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE LETS TRADE CARDS PLATFORM AND, TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE LETS TRADE CARDS AND AFFILIATES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LETS TRADE CARDS PLATFORM.

### **User Representations and Warranties**

***All Users represent and warrant that:***

* You are at least of the legally required age in the jurisdiction in which you reside (17 years of age or older) and are otherwise capable of entering into binding contracts.
* You have the right, authority, and capacity to enter into this Agreement and to abide by the Terms of service of this Agreement, and that you will so abide.
* You have read, understand, and agree to be bound by these Terms of Service, the Privacy Policy, and the Happiness Pledge applicable to the country where the Service is performed.
* Services shall only be performed in a country where the Lets Trade Cards Platform has a presence.
* You will respect the privacy (including without limitation private, family and home life), property, and data protection rights of Users and will not record (whether video or audio or otherwise) any Service or any interaction by or with any User and/or Lets Trade Cards in connection with the Lets Trade Cards Platform without the prior written consent of Lets Trade Cards and/or the relevant User, as applicable.
* You will act professionally and responsibly in your interactions with other Users.
* You will use your real name or business name on your profile.
* When using or accessing the Lets Trade Cards Platform, you will act in accordance with all applicable local, state, provincial, national, or international law or custom and in good faith.
* You will not use the Lets Trade Cards Platform for the purchase or delivery of alcohol, or any other controlled or illegal substances or services.
* Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.
* Other than as fully and promptly disclosed in writing to Lets Trade Cards, you do not have any motivation, status, or interest that Lets Trade Cards may reasonably wish to know about in connection with the Lets Trade Cards Platform, including without limitation, if you are using or will or intend to use the Lets Trade Cards Platform for any journalistic, academic, investigative, or unlawful purpose.

### **Sellers additionally represent and warrant that:**

* When using the Lets Trade Cards Platform, you are operating as a sole proprietor, partnership, limited liability company, limited liability partnership, corporation, or other business entity.
* You are customarily engaged in an independently established business of the same nature as the services performed for customer through the Lets Trade Cards Platform and maintain an independent clientele.
* You have the unrestricted right to work in the jurisdiction in which you will be performing Services.
* If the Service is performed in a jurisdiction that requires you to have a business license or business tax registration, you have the required business license or business tax registration.
* You have all insurance required to operate your business and provide your services.
* You will use your real name or business name and an up-to-date photo on your profile.
* You will honor your commitments to other Users on the Platform, including by responding to invitations promptly; performing the Service(s) as agreed upon with your customer; and providing timely, high-quality services to your customer.
* You will only offer and provide services for which you have the necessary skills and expertise and provide those services safely and in accordance with all applicable laws.

## **USER CONTENT**

### Content Responsibility.

The website permits you to share content, post comments, feedback, etc., but you are solely responsible for the content posted by you. You represent that you have required permission to use the content.

When posting content to the website, please do not post content that:

* contains ill-mannered, profane, abusive, racist, or hateful language or expressions, text, photographs, or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature.
* It is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains exaggeration or unsubstantiated claims.
* Violating the privacy rights of any third party is unreasonably harmful or offensive to any individual or community.
* Discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation, or disability, or refers to such matters in any manner prohibited by law.
* Violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance.
* Uses or attempts to use another's account, password, service, or system except as expressly permitted by the Terms of use uploads or transmits viruses or other harmful, disruptive, or destructive files.
* Sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects.
* Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.

## **IFRAMES**

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

## **ACCEPTABLE USE**

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of letstradecards.com.

* You further agree not to use the Website or Services:
* To harass, abuse, or threaten others or otherwise violate any person's legal rights.
* To violate any of our intellectual property rights or any third party.
* To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
* To perpetrate any fraud.
* To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
* To publish or distribute any obscene or defamatory material.
* To publish or distribute any material that incites violence, hate, or discrimination towards any group.
* To unlawfully gather information about others.

## **HYPERLINKING TO OUR CONTENT**

1. Without prior written approval, the following organizations may link to our site:
* Government agencies.
* Search engines.
* News organizations.
* Online directory distributors, when they list us in the directory, may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and
* Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.
1. We allow these links if the link: (a) is not misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party or its products or services; and (c) is appropriate to the linking party's site.
2. We may consider and approve in our sole discretion other link requests from the following types of organizations:
* commonly-known consumer and business information sources such as Chambers of Commerce and Consumers Union.
* dot.com community sites.
* Associations or other groups representing charities, including charity giving sites
* online directory distributors.
* Internet portals.
* Accounting, law, and consulting firms whose primary clients are businesses; and
* educational institutions and trade associations.

We will approve link requests from these organizations if we determine that the link will not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, are not permitted to link); (b) the organization does not have an unsatisfactory record with us, and (c) the benefit to us from the increased visibility associated with the hyperlink outweighs the cost of the link.

We allow these links if the link: (a) is not misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party or its products or services; and (c) is appropriate to the linking party's website.

If you are one of the organizations listed in paragraph 2 and would like to link to our website, please contact us at info@letstradecards.com. List any URLs from which you intend to link to our Web site, along with the URL(s) on our site to which you would like to link. Response time is 2-3 weeks. Those approved may link to our site as follows:

* By using our company name, the URL (web address) being linked to, or any other description of our website or material that makes sense within the context and format of the linking party's site.

No use of Lets Trade Cards logo or other artwork will be allowed for linking absent a trademark license agreement.

## **INTELLECTUAL PROPERTY**

You agree that the Website and all Services provided by us are the property of Lets Trade Cards, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

# **ARBITRATION AND WAIVER OF CLASS ACTIONS**

WHEN YOU AGREE TO THESE TERMS AND CONDITIONS, YOU ARE AGREEING TO A DISPUTE RESOLUTION POLICY THAT INCLUDES (1) A REQUIREMENT TO ARBITRATE ANY CLAIM, DISPUTE OR CONTROVERSY, INCLUDING ALL STATUTORY CLAIMS AND ANY STATE OR FEDERAL CLAIMS,THAT MAY ARISE OUT OF OR RELATE TO THESE TERMS AND CONDITIONS, OUR PRIVACY POLICY OR YOUR USE OF THE SITES OR ANY PRODUCT OR SERVICE PROVIDED THROUGH THE SITES; AND (2) A WAIVER OF ANY RIGHT TO BRING A CLASS ACTION OR PRIVATE ATTORNEY GENERAL CLAIM. BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION, TRIAL BY JURY, OR ADMINISTRATIVE PROCEEDING, IN ORDER TO SETTLE YOUR DISPUTE.

You and Lets Trade Cards agree that in the event of any dispute between us, each party will, in the first instance, notify the other party of the intent to initiate a formal proceeding in writing (the “Notice”). The parties shall attempt to resolve any controversy or claim arising out of, or relating to, any provision of the agreement or the breach thereof by good faith negotiations between the parties and shall not initiate a formal proceeding for at least thirty (30) days from the date of the other party’s receipt of the Notice.

ARBITRATION SHALL BE CONDUCTED BEFORE ONE ARBITRATOR IN THE COUNTY OF TEXAS. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES.

In any arbitration arising out of or related to this agreement, there shall be no interrogatories or requests to admit. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator.

The arbitrator’s decision will follow the terms of these Terms and Conditions. The arbitrator's decision shall be final and binding and may be enforced by any state or federal court that has jurisdiction; provided, however, that the arbitrator shall not have authority to make errors of law and any arbitration award may be challenged if the arbitrator does so. The arbitrator shall give a written statement of the disposition of each claim and the award, including any award of costs, expenses or interest, shall provide a concise written statement of the essential findings and conclusions upon which it is based.

The prevailing party, as determined by the arbitrator, shall be entitled to collect its reasonable costs, expenses, and interest (including reasonable attorneys' fees, arbitration fees, and other such costs). Judgment on the Award may be entered in any court having jurisdiction. This clause shall not prevent parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

IN ANY ARBITRATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE ARBITRATOR(S) ARE NOT EMPOWERED TO AWARD PUNITIVE OR EXEMPLARY DAMAGES, EXCEPT WHERE PERMITTED BY STATUTE, AND THE PARTIES WAIVE ANY RIGHT TO RECOVER ANY SUCH DAMAGES. THE ARBITRATOR(S) MAY NOT AWARD ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS.

The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as maybe necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

YOU AND LETS TRADE CARDS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUROR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND LETS TRADE CARDS AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS WITH YOUR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

If a court refuses to enforce the waiver of class-wide arbitration, this entire arbitration provision shall be unenforceable, and any claims brought on behalf of a putative class will proceed in court.

IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

## **INDEMNIFICATION**

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Lets Trade Cards and its affiliates and/or related entities, whether direct or indirect, current, former or future, and its and their respective current, former, or future officers, directors, employees, agents, successors and assigns and related third parties (each an “Indemnified Party”), for any claims, causes of action, debts, damages, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any third-party claim that (a) your use of or inability to use the Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third-party, or (d) your violation of any applicable laws, rules or regulations, except to the extent caused by any unlawful or negligent act or omission by Lets Trade Cards. Lets Trade Cards reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Lets Trade Cards in asserting any available defenses. An Indemnified Party may participate in the defense by counsel of its own choosing, at its own cost and expense. You shall not settle any claim that adversely affects an Indemnified Party or imposes any obligation or liability on an Indemnified Party without the Indemnified Party’s prior written consent.

## **EXCLUSION OF LIABILITY**

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties, and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user using the letstradecards.com Website, including loss of data or information or any kind of financial or physical loss or damage.

In no event shall Lets Trade Cards, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the service; (ii) any conduct or content of any third party on the service; (iii) any content attained from the service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

## **MODIFICATION & VARIATION**

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

## **NO WARRANTIES**

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to you, through your computer system, or because of the loss of your data from your use of the Website or Services is your sole responsibility and that we are not liable for any such damage or loss.

## **LIMITATION ON LIABILITY**

We are not liable for any damages that may occur to you because of your use of the Website or Services to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

### **GOVERNING LAW AND JURISDICTION**

This website originates from United States. The laws of United States. Without regard to its conflict of law, principles will govern these terms to the contrary. You hereby agree that all disputes arising out of or in connection with these terms shall be submitted to the exclusive jurisdiction of the United States. By using this website, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding, or claim arising under or by reason of these terms. You hereby waive any right to trial by jury arising out of these terms.

## **SEVERABILITY**

If any provision of these Terms and conditions is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **CONTACTING US**

If you would like to contact us to understand more about terms or wish to contact us concerning any matter, you may do so via the contact us or email us at info@letstradecards.com.

This document was last updated on March 8, 2022