

## **KITCO TERMS AND CONDITIONS OF WEBSITE USE**

### **QAS 376-2, REV A**

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**REGISTRATION OBLIGATIONS** As a user of this website, you agree to provide current, complete, and accurate registration information and to maintain such information to keep it accurate, current, and complete. Additionally, you certify that you are at least 18 years of age and are able to form legally binding contracts under applicable law.

**USER NAMES AND PASSWORDS** User names and passwords are issued at Kitco’s discretion upon request. A username and password may not be used by anyone but the buyer/user to whom it was originally issued. You agree that you will not give out or share your username and password with anyone, especially people outside of your company, or use the username or password of any other user.

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**LIMITATIONS ON LIABILITY** Kitco and its officers, directors, employees, and agents, shall in no event be liable to any person or entity for any indirect, special, consequential, or other damages that are related to the use of, or the inability to use this website, or the content or functions contained therein.

**VENUE SELECTION/CHOICE OF LAW** This Agreement shall be deemed to have been made in the State of Utah, U.S.A. and shall be interpreted in accordance with the law of the State of Utah without regard to conflict of law principles. You consent to the exclusive jurisdiction of the state and federal courts of the state of Utah, U.S.A., for determination of any claim or controversy between the parties and arising out of or relating to this Agreement. You consent to the jurisdiction of Utah courts and waive any objections as to personal jurisdiction or to the laying of venue in such courts due to inconvenient forum or for any other basis. In the event that Kitco shall engage an attorney or commence an action against you arising out of facts and circumstances related to this Agreement including, but not limited to, your breach of any of your obligations hereunder, Kitco shall be entitled to recover its reasonable attorney's fees, costs, and other disbursements incurred in connection therewith.

**INDEMNITY** You agree to indemnify, defend, and hold harmless Kitco, its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to this website from and against all losses, expenses, damages, and costs, including reasonable attorney's fees, resulting from or relating to any violation of this Agreement by you.

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