

## TERMS OF USE

The content and all software contained within the website of [www.gunpalace.com](http://www.gunpalace.com)™ belongs to us and may not be used outside of the website(s) associated with the company without our permission. This User Agreement must be read and agreed to before using the [www.gunpalace.com](http://www.gunpalace.com) website ("Site"). Site also includes any of [www.gunpalace.com](http://www.gunpalace.com) other domains or any other websites connected or tied in any way to this User Agreement. By using the Site, "you", "your", or "User", or "Users", [which means both the individual now registering as a user or the existing user of the Site now agreeing to the terms of this User Agreement and also includes any company or other business or other entity that you specify when registering as a User ("your Company", or "company", or "Company")], agree to the terms of this User Agreement with One American LLC™ d/b/a Gun Palace™ ("we", "us", or "our"). You and your Company shall both be liable and responsible for any and all of your obligations under this User Agreement and we may hold either and/or both of you responsible for the full amount of any obligations.

You agree to the following terms regarding use of the Site and the services offered on [www.gunpalace.com](http://www.gunpalace.com). Before being permitted to act as a registered User of the Site, you must read and accept all terms of this User Agreement. By accepting this User Agreement, you agree that, at a minimum, the terms of this Agreement, as well as documents made a part of this Agreement, including the Site Rules and Privacy Policy terms, shall apply whenever you use the Site and any services related to or connected to the Site. There may also be some websites tied to [www.gunpalace.com](http://www.gunpalace.com) that may have additional or other terms that are provided to you when you use those sites and you shall be responsible to read them before using this Site or any of those sites.

1. [www.gunpalace.com](http://www.gunpalace.com) is an online auction site designed to provide a fast, secure, and easy way for Americans seeking the best deals on firearms and other shooting sports products to connect with a wide array of retail and private sellers who provide those products within a format that drives out the best prices and enables the greatest value to Users. The Site acts only as an advertising medium and does not participate in any manner with the transfer of goods, services, or monetary exchanges that result from the actions of Buyers and Sellers utilizing the Site. [www.gunpalace.com](http://www.gunpalace.com) cannot and does not guarantee that any Seller or Buyer will fulfill their obligations to complete the sale or purchase of an item or service. The Site also advertises services available from third parties that are available to Users and again ***makes no endorsements, guarantees, or warranties of any kind in connection to any such advertised services.***
2. You, by registering for a User account ("User account", or "account") or using the Site, represent that you are at least 18 years of age and can form legally binding contracts under applicable law. You agree that you will not allow others to use your account and you accept and assume responsibility for all actions taken under your User account. The Site is intended for use only by legal residents of the United States. Those residing outside of the 50 United States should refrain from using [www.gunpalace.com](http://www.gunpalace.com). By registering your Company, if applicable, you represent that you have the legal authority to enter into binding contracts or agreements to legally bind your Company under applicable law whenever the Site is used for you or your Company.
3. In addition to the Terms and Conditions of this User Agreement, your continued privilege to use the Site is conditioned upon adherence to rules of conduct and compliance to include, but not limited to maintaining a valid email address and phone number for your User account, conducting business on the Site in a professional and courteous manner, and abiding by the rules governing selling and buying found in this User Agreement and elsewhere on the Site. [www.gunpalace.com](http://www.gunpalace.com) may terminate your User account and any of your current auction activity immediately if you breach this User Agreement or if [www.gunpalace.com](http://www.gunpalace.com) is unable to verify any information that you provide in connection with your User account.

4. [www.gunpalace.com](http://www.gunpalace.com) reserves the right to suspend or terminate your User account and site privileges at any time and at our sole discretion, with or without cause and without prior notice to you. You may terminate this [User Agreement](#) and your User account with us at any time after all active transactions on the Site have concluded and your account has been paid in full.
5. [www.gunpalace.com](http://www.gunpalace.com) reserves the right to modify this Agreement without prior notification to you. Your continued use of the Site at any time after such changes are posted will constitute your agreement to such modifications, amendments or additional, or supplemental terms and conditions of the [User Agreement](#). Modifications of any kind may be made at any time in our sole discretion.
6. [www.gunpalace.com](http://www.gunpalace.com) reserves the right to refuse service at any time, to anyone, at our discretion.
7. **WARRANTY DISCLAIMER/RELEASE.** By agreeing to register and abide by the terms of this [User Agreement](#), Users release [www.gunpalace.com](http://www.gunpalace.com) of any and all liability resulting from the use or misuse of any item or service advertised or sold at [www.gunpalace.com](http://www.gunpalace.com). We are not responsible for any content added by Users and take no responsibility for the truth, accuracy, quality, safety, or legality of any items or content offered or added by Users of the Site. All transactions are **at YOUR OWN RISK** and all information on this Site is provided on an **“AS IS” “WITH ALL FAULTS”** basis. **EXCEPT FOR ANY WARRANTIES GIVEN BY SELLERS USING THE SITE, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WARRANTIES, SPECIFICALLY INCLUDING THOSE PERTAINING TO TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE ARE INCLUDED IN THIS WARRANTY DISCLAIMER.**

We make *no warranties of the security or error free transmission of the Site or that any defects of the Site will be corrected in a timely manner.* There are **NO WARRANTIES, OR ENDORSEMENTS OF ANY KIND FOR ANY ITEMS OR SERVICES LISTED OR ADVERTISED ON THE SITE.** All Users are SOLELY RESPONSIBLE for their actions and we assume no responsibility for them in any manner.

You **specifically agree to RELEASE any claim and hold us harmless from all claims that you may have for breach of contract, personal injury, negligence, claims causing death, claims for all torts, claims for taxes of any kind being owed or due on your behalf or from any third party, claims for any breach or violation of this [User Agreement](#), claims related to the use of the Site, non-operation of the Site, and third party disputes with other Users and non-users, claims related to violation of any laws or regulations governing your use of the Site, and claims involving intellectual property infringement suits concerning you or your actions in any way. Damages being RELEASED include items related to loss of revenue, lost profits, anticipated lost sales or profits, specific equitable relief, attorneys' fees, costs of suit, expenses of suit, costs and expenses of doing business, taxes owed, special, consequential and incidental damages of any kind, economic and non-economic personal injury associated damages, any damages associated with intentional torts of any kind, punitive damages, any damages associated with product liability claims, intellectual property infringement damages, and any other claims of damages governed by applicable law that are encompassed in this release and hold harmless clause.**

**This section SHALL LIMIT YOUR RELEASE AND AGREEMENT TO HOLD US HARMLESS to (1) situations where our conduct was not the sole cause of the harm and damages outlined above and situations where our conduct was intentional to cause the harm and damages outlined above. The total liability of us under this [User Agreement](#) shall be limited to the greater of the amount you paid us for your most recent programming package (Golden Key or Palace) or \$75.00.**

8. You represent and warrant that all information provided to [www.gunpalace.com](http://www.gunpalace.com) and other Users of the Site is accurate, current and not untrue or misleading in any manner.

9. All of our auctions will utilize the 5 Minute Rule. Auction listings are placed with a targeted ending time. With the exception of the Buy It Now function being used, if there is any bidding activity in the last 5 minutes of an auction, that auction will be extended until bidding activity ceases for a 5 minute interval at which time the auction will be officially closed. By accepting the Terms and Conditions of this User Agreement you provide your consent and agree to utilize the 5 Minute Rule.
10. Any legal disputes arising from the use of [www.gunpalace.com](http://www.gunpalace.com) and any interpretation of the language of this Agreement fall under the law and jurisdiction of the State of Delaware without regard to the choice of laws of that jurisdiction. To the fullest extent permitted by law, you hereby expressly agree that any proceeding arising out of or relating to this Agreement or your use of the Site shall be instituted exclusively in a State or Federal Court sitting in the State of Delaware, U.S.A. and you expressly waive any objection that you may have now or in the future to the laying of the venue, or to the jurisdiction of any such Court over you or your activities connected to the use of [www.gunpalace.com](http://www.gunpalace.com) in any way.
11. You are obligated to know, understand, and abide by all applicable Federal, State, and Local laws regarding your, or your User account transactions on the Site, with special attention provided to transactions involving the exchange or transfer of firearms or ammunition. You should research current law, as it is always changing, before becoming involved in any potential transaction. If any User is considered by us to have violated any law in the use of our system, the proper authorities will be immediately notified and [www.gunpalace.com](http://www.gunpalace.com) will cooperate with law enforcement in the prosecution of any individual suspected of violating firearms laws.
12. As described in our Privacy Policy, we do not use your personal information for marketing purposes without your explicit permission and consent to do so. [www.gunpalace.com](http://www.gunpalace.com) does not assume any responsibility for any inappropriate use of the system or for [www.gunpalace.com](http://www.gunpalace.com) Users sending unsolicited commercial or non-commercial emails to other Users.
13. [www.gunpalace.com](http://www.gunpalace.com) may contain links to websites as well as advertisements maintained by third parties. [www.gunpalace.com](http://www.gunpalace.com) is not responsible for and has no liability for the other parties' website practices, which may affect you in any manner.
14. ***Indemnification. You shall indemnify and defend us from and against any and all claims, losses, liabilities, judgments, fees, costs, damages, and any other expenses, including reasonable attorneys' fees, incurred by us in connection with any claims arising out of anything connected to you or your actions for any breach of violation of this User Agreement or use of the Site in any way, as well as any disputes that arise with other Users or any other entities of any kind, including any accusations that the intellectual property of any third party has been infringed or violated in any way. You shall cooperate fully with us if any such claim is alleged or brought and shall fully respond to requests for information from us in connection with any such alleged or active claim. We reserve the right to assume or take over the exclusive defense and control of any matter which has been brought, subject to indemnification by you. Settlement of any claim involving us shall not be made by you without our approval, unless the settlement and disposal of the matter would completely and fully release us from any and all liability in connection with the claim.***
15. Without being obligated to do so, [www.gunpalace.com](http://www.gunpalace.com), may edit or remove, in our sole discretion, any posting, advertisement, listing, auction, or any other User added content the Site deems to be illegal, in violation of this Agreement, or for any other reason at our sole discretion deemed appropriate in order to protect the Site.
16. A list of the fees applicable to the Site appears on our Fees page, which is incorporated in its entirety in this User Agreement. By using the Site, you agree to pay the applicable fees, and understand that

all fees paid are non-refundable. All payments to [www.gunpalace.com](http://www.gunpalace.com) must be made by a credit card placed on file and connected to your User account. By placing a credit card account on file with us you authorize us to charge your card for any applicable fees you accumulate while utilizing the Site. Any chargeback rights you may have by using a credit card are hereby waived by you unconditionally. You are solely responsible for ensuring that your credit card information and account access through your credit card company is kept current and up to date on the Site. Should you have questions regarding a charge on your credit card, contact us as described in the [Contact Us](#) section of the site. Any User that has a chargeback issued their credit card for any reason, by no fault of ours, shall have their User account terminated and be assessed a \$50 fee as a result. Any charges appearing on your credit card statement from us will appear as [www.gunpalace.com](http://www.gunpalace.com)®, Gun Palace®, or One American LLC®. Any questions concerning any charges made to your credit card should be addressed to us before any chargeback is issued by you to avoid having your account terminated and charged as outlined above.

17. You acknowledge and agree that we are not responsible in any manner to determine, collect, pay, report or keep track of any sales tax, use tax, or any other tax associated with your use of the Site. (See, release and hold harmless language of section 7 and indemnification language of section 14).
18. Any notice to us must be sent to: Gun Palace P.O. Box 474 Delmar, Delaware 19940. Any notice to you will be sent to the last updated contact address contained in your User account.
19. No provision of this [User Agreement](#) shall be interpreted for or against any party hereto by reason that the other party drafted the provision. Any headings preceding the text of any of the provisions in this [User Agreement](#) are inserted solely for convenience of reference and do not constitute a part of the [User Agreement](#), nor shall they affect the meaning, construction or effect of any of the provisions of this [User Agreement](#). Should any provision of this [User Agreement](#) be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Delaware or any other State, Commonwealth or Territory of the United States, the parties intend that the remaining provisions of this Agreement shall survive and bind them and their legal representatives, heirs and successors.

#### PRIVACY POLICY

1. All personal information submitted to [www.gunpalace.com](http://www.gunpalace.com) is kept private and will only be used by [www.gunpalace.com](http://www.gunpalace.com). We collect certain personal information for purposes of fraud prevention and verification of a User's actual identity and legal ability to use the services of the Site. Any credit card information you enter will be SSL encrypted for your security and will only be used to verify your identity, including through the use of a third-party affiliate chosen by us to verify your identity, or for transactions directly associated with this Site, unless otherwise directed with your explicit consent. Except as outlined in this Privacy Policy section, at no time will we disclose any of your personal information to anyone outside of the Site without your explicit consent.

2. By accepting the Terms and Conditions in the User Agreement you give explicit consent for any personal information submitted to [www.gunpalace.com](http://www.gunpalace.com) to be used in the following ways:
  - a) For registration verification and fraud protection.
  - b) For sending you notifications related to your auction activity and transactions in which you participate on the Site.
  - c) To share your contact information including name, address, telephone number, email address with Buyers or Sellers involved in transactions with you as a result of your participation as a Buyer or Seller in an auction or sale on the Site.
  - d) For any functions necessary to perform our billing, administrative, and collection processes or any contact related to those processes.
  - e) To carry out communication with you or facilitate any actions you request (newsletters etc.).
  - f) To enable the investigation of fraud or illegal activity for law enforcement purposes.

#### BUYER RULES

1. A "Buyer" is the highest bidder on an item at the close of an auction, or a bidder who successfully uses the "Buy It Now" feature.
2. A Buyer is contractually obligated by this User Agreement to complete any transaction entered into as a result of placing a bid. Placing a bid constitutes entering into a binding legal contract with the seller to purchase the Item if your bid is the winning bid. You agree that if your bid is the winning bid, you will complete the purchase of the Item on such terms. All bids placed on auctions or by using the "Buy It Now" feature are binding on the buyer, are final and may not be retracted.
3. Payments for items purchased on the Site shall be remitted to the seller. You agree that you will not bid on any item unless the transfer and transport of that item to you can be done in accordance with all legal requirements. You represent and warrant that you are bidding on all items only for your own account and not for the benefit of any third party.
4. In the U.S., Firearms must be shipped only to a Federal Firearms License (FFL) holder. A Buyer must transmit a copy of his FFL dealer's license to the seller before the item can be shipped. A Buyer must make arrangements with a Transfer Dealer before placing a bid. On this Site and for purposes of this Agreement, "Firearms" and "Ammunition" shall have the meanings given in the Gun Control Act of 1968, 18 U.S.C. §§ 101 et seq.
5. A Buyer is obligated to contact the Seller concerning a transaction within 5 business days after the close of a successful auction or sale.
6. A Buyer must send payment by traceable means and in the case of a Firearm, send the transferring FFL information to the Seller who should provide specific payment instructions.
7. Transactions should be fully executed within 30 days of the close of an auction or sale. If not, negative feedback should be posted, and a report sent to us as described in the Fraud Claims section of the site.
8. Non-Paying Buyers are subject to negative feedback, loss of Site privileges, and a \$50 fee.
9. (See, release and hold harmless language of section 7 and indemnification language of section 14).

## SELLER RULES

1. A “Seller” is a User of the Site that uses the features of the Site to offer items for sale or to advertise items or services.
2. Listing an item constitutes entering into a binding legal contract with the buyer to sell the Item in the listing, if the Buyer’s bid is the winning bid. You agree to complete the sale of all listed items on such terms.
3. A Seller must be in possession of any item listed for auction or sale, and shall accurately describe the item and its condition, and shall not post it for sale or auction on any other internet venue during the timeframe in which that item is actually for sale or auction on [www.gunpalace.com](http://www.gunpalace.com).
4. Sellers must disclose any extra terms of sale, condition of an item, return policy, shipping costs or credit card fees, etc. in their listing. Any extra terms of sale must not contradict the terms set forth in this [User Agreement](#).
5. As a “Seller”, you represent that you can legally sell the items you list, that your listed items or services are not counterfeit or stolen, and the activity involving the sale of your items or services on the Site will not be fraudulent in any way. Additionally, your listings and the sale of your items shall not infringe any other parties’ intellectual property or other proprietary, personal rights, or other legal rights.
6. In the U.S., Firearms must be shipped only to a Federal Firearms License (FFL) holder. A Buyer must transmit a copy of his FFL dealer’s license to the Seller before the item can be shipped. A Buyer must make arrangements with a [Transfer Dealer](#) before placing a bid. On this Site and for purposes of this Agreement, “Firearms” and “Ammunition” shall have the meanings given in the Gun Control Act of 1968, 18 U.S.C. §§ 101 et seq.
7. Items may not be sold or shipped contrary to Federal, State, or local legal requirements (which may vary considerably).
8. Sellers agree to hold [www.gunpalace.com](http://www.gunpalace.com) harmless for any claims of copyright or trademark infringement resulting from a Sellers use of pictures or other graphics on the Site. By posting pictures or other graphics, Sellers represent that they own or have the rights to publish those pictures or graphics, as well as grant full unrestricted license to [www.gunpalace.com](http://www.gunpalace.com) to utilize them in auctions or ads as we so desire. Sellers also agree to indemnify us as well. (See, release and hold harmless language of section 7 and indemnification language of section 14).
9. The Seller must contact a Buyer concerning a transaction with payment instructions and address within 5 business days of the close of a successful auction or sale.
10. The Seller must notify the Buyer immediately upon receipt of payment for the auction and ship the item via traceable means upon receipt of payment and Buyers FFL information. FFL can be verified online via [www.atfonline.gov/fflezcheck/](http://www.atfonline.gov/fflezcheck/)
11. Sellers that fail to deliver items or services after receiving payment are subject to a criminal fraud investigation, negative feedback, loss of Site privileges, and a \$50 fee.
12. You acknowledge and agree that [www.gunpalace.com](http://www.gunpalace.com) is not a principal in the transactions between Buyers and Sellers on the Site. We do not take possession or ownership of any Item being sold on the Site and [www.gunpalace.com](http://www.gunpalace.com) acts only as an advertising medium where Buyers and Sellers connect. (See, release and hold harmless language of section 7 and indemnification language of section 14).

