

# **Valaurum, Inc. User Agreement (Terms and Conditions)**

**LAST MODIFIED ON AUGUST 21, 2023**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, BECAUSE THEY AFFECT YOUR LEGAL RIGHTS. THESE TERMS AND CONDITIONS INCLUDE AN ARBITRATION CLAUSE IN SECTION 23 THAT REQUIRES THE USE OF BINDING ARBITRATION TO RESOLVE ANY DISPUTE. EXCEPT FOR CERTAIN TYPES OF DISPUTES SPECIFIED IN SECTION 23, YOU AGREE THAT ANY DISPUTE WITH VALAURUM, INC., WILL BE RESOLVED ACCORDING TO THE PROVISIONS OF SECTION 23, AND THAT YOU WAIVE YOUR RIGHTS TO PARTICIPATE IN ANY COURT PROCEEDING OF ANY KIND, INCLUDING A JURY TRIAL.**

## **User's Acknowledgment and Acceptance of Agreement, including Terms and Conditions**

The valaurum.com website and its associated services and content (collectively, the "Website") are owned and operated by Valaurum, Inc. ("Valaurum," "our," "we," or "us"). By using or placing an order for any Product (a "Product") via the Website, electronic mail (email), telephone, or otherwise, you agree to the terms and conditions set forth below in this Agreement (this "Agreement"). This Agreement is made by and between Valaurum and you (personally), and, if applicable, on behalf of the entity for which you are using the Website ("you" or "your"). This Agreement governs your use of the Website and the purchase and use of Products that we offer for sale on the Website or otherwise, including making purchases from Valaurum and placing orders with Valaurum. If you do not agree with the terms and conditions of this Agreement, you are expressly prohibited from using the Website or placing orders with us, and you must immediately discontinue your use of the Website.

THIS AGREEMENT APPLIES TO ALL ORDERS FOR PRODUCTS SUBMITTED TO AND PURCHASES OF PRODUCTS FROM US, WHETHER VIA THE WEBSITE, TELEPHONE, ELECTRONIC MAIL (EMAIL), OR OTHERWISE. BY USING THE WEBSITE, SUBMITTING AN ORDER FOR ANY PRODUCT TO US, OR PURCHASING ANY PRODUCT FROM US, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTOOD AND HAVE AGREED TO THIS AGREEMENT. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT, YOU MUST IMMEDIATELY LEAVE THE WEBSITE. VALAURUM ENCOURAGES YOU TO PRINT A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

WE RESERVE THE RIGHT TO MAKE CHANGES TO THIS AGREEMENT OR THE WEBSITE AT ANY TIME, AND YOU AGREE THAT WE MAY CHANGE THIS AGREEMENT OR THE WEBSITE AT ANY TIME, ALL IN OUR SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO YOU. CHANGES TO THIS AGREEMENT WILL APPLY ONLY TO TRANSACTIONS FINALIZED AFTER SUCH CHANGES ARE POSTED ON THE WEBSITE. YOU AGREE THAT IF YOU CONTINUE TO USE THE WEBSITE OR PLACE AN ORDER WITH US AFTER WE HAVE POSTED A CHANGE TO THIS AGREEMENT, THEN YOU ARE BOUND BY THE MOST RECENT VERSION OF THIS AGREEMENT.

Please direct any legal questions regarding this Agreement to the following:

Valaurum, Inc.

Attn: Legal Department

PO Box 12606

Portland, Oregon 97212

503-451-6801

[legal@valaurum.com](mailto:legal@valaurum.com)

## **1. About the Website**

Valaurum provides an interactive service that allows visitors and users to purchase Products, such as the Aurum®, online or by telephone. The Website and related content on the Website should not be considered complete or up-to-date, and you understand and agree that Valaurum is not obligated to provide any maintenance, technical, or other support for the Website.

## **2. Ownership of Website**

You acknowledge and agree that Valaurum is the owner of, and has proprietary rights in and to, the Website and its associated content, including but not limited to

all intellectual property rights therein. The Website is protected by all applicable laws, including copyright laws, and you are expressly prohibited from using the Website for any purpose not explicitly authorized in this Agreement. Specifically, you are prohibited from framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the Website, whether in whole or in part, without the prior written consent of Valaurum.

### **3. Trademarks**

All Valaurum trademarks, including registered and common law trademarks and trade names, displayed on this Website are the property of Valaurum, including, but not limited to, Valaurum® and Aurum®. The Website, including its look and feel, color selections, layout, and arrangement, is the trade dress of Valaurum. You are prohibited from using any of Valaurum's trademarks, service marks, trade names, or trade dress to indicate the sponsorship of, approval of, affiliation with, connection with, or association with you or your goods or services without the prior written consent of Valaurum.

### **4. Account Registration**

Account registration and use of the Website is free. If you choose to register an account and create a User Profile, you must complete the required information. When creating an account or placing an order on the Website, you are agreeing to receive email or text notifications. You may opt out of those notifications at any time.

We may request that you submit certain personally identifiable information about yourself, including, but not limited to, your first and last name, company name, email address, telephone number, mailing address, billing address, shipping address, nationality, country of residence, credit card type, credit card number, credit card expiration date, and credit card security code. We may also gather certain types of non-personal information about your visit to the Website in order to protect the security of our customers and the Website, or to make our Products more beneficial to you. All information gathered from you by us will be governed by our Privacy Policy, which is hereby incorporated into and made a part of this Agreement by this reference. Please carefully review our Privacy Policy. By using this Website, you agree to be bound by the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of this Website, account registration, and any other personal information provided by you

in accordance with our Privacy Policy. In the event of a conflict between the terms and conditions set forth in this Agreement and our Privacy Policy, the terms and conditions of the Privacy Policy will prevail and control.

You have an obligation to ensure that the information you provide through your account is truthful, current, complete, and accurate. You understand and agree that you have an ongoing obligation to update and maintain the accuracy of the information provided through your account if and when such information changes. You are expressly prohibited from creating an account that impersonates another person, contains offensive or obscene language, or otherwise violates the rights of any third party. Valaurum reserves the right to restrict access to, monitor, suspend, disable, or delete your account at any time, in its sole and absolute discretion, and without prior notice or warning.

You agree to keep your account secure from unauthorized access. You agree that you alone are responsible for your account and all associated user profiles. You accept full responsibility for all use of your account, whether authorized or unauthorized. If you become aware of unauthorized access to your account, you agree to report such unauthorized access to Valaurum immediately. You agree to defend, indemnify, and hold harmless Valaurum for any and all loss and damages suffered or incurred by Valaurum that arise out of, or relate to, the use of your account.

## **5. Order Policies and Procedures**

By creating an account, you agree that Valaurum, and its designees and agents, may contact you by any available means, including, but not limited to, by telephone, text message, and email. You may order and purchase Products from Valaurum only in accordance with this Agreement. Upon placing an order with Valaurum, you enter into a binding and legally enforceable contract with Valaurum. Prices and availability of Products are subject to change without notice. If any order is placed in error owing to Valaurum's fault or otherwise, we reserve the right to cancel such order.

## **6. Payment Options**

When placing an order on the Website or by telephone, the price at which your order is submitted is the guaranteed price. An "order number" and payment instructions will subsequently be sent to you via email.

Your credit card information is required to guarantee all orders. Valaurum requires that all payments be made via credit card, debit card, bank wire, personal check, bank cashier's check, ACH/eCheck, or money order. Valaurum does not accept foreign currencies, credit card convenience checks, third-party checks, or "Cash on Delivery" orders.

In order to reserve your guaranteed price, your payment must be received by Valaurum within two (2) business days after the original order date in the case of bank wire transfer and ACH/eCheck payments. Payment for all orders paid for by bank (cashier's) check, money order, or personal check must be sent to Valaurum with a postmark within one (1) business day after the original order date. If a check payment is not received in its entirety within ten (10) calendar days after the original order date, or a bank wire transfer or an ACH/eCheck payment is not received in its entirety within three (3) business days after the original order date, any market losses between the order date and time of non-payment will be assessed and charged to your credit card on file, and the order may be cancelled by Valaurum in its sole discretion and absolute discretion.

Valaurum reserves the right to hold orders paid by bank check, personal check, or money order for up to ten (10) banking days before shipping, or, in cases of suspected fraud or unlawful activity, up to forty-five (45) calendar days. Payment via bank wire transfer is always recommended. By choosing to pay with a credit or debit card, you expressly authorize Valaurum to authorize and capture your credit card payment before shipment.

Credit and debit card payments for Products purchased from Valaurum, through the Website or otherwise, are processed through a third-party payment processor. You understand and agree that a small temporary charge may appear in the pending transactions in your financial account when you process an order through Valaurum's third-party payment processor. You agree that you are solely responsible for paying all applicable taxes, duties, levies, and charges imposed by any governmental entity anywhere in the world in connection with your use of the Website or your purchase of Products from Valaurum through the Website, by telephone, or otherwise. You also agree that Valaurum will not be liable for your failure to complete a transaction entered through the Website.

## **7. Cancellation Policy**

Once you have placed an order with Valaurum, you have entered into a legally binding contract, and you may not cancel the order. In some instances, if the order has been packaged and prepared for shipment but has not been picked up by the shipper, Valaurum may, in its sole and absolute discretion, at your request, attempt to intercept the package from shipping and cancel the order. That is rarely possible, but when it is, a \$25.00 charge will be charged to your credit card on file.

Valaurum is not responsible for pricing or typographical errors related to Products on the Website, and expressly reserves the right, in its sole and absolute discretion, to cancel all orders placed for such Products. In the event of a cancelled order, Valaurum will provide notification of the cancellation to you.

## **8. Shipment**

Once your order ships, you will receive an email notification with a tracking number. Valaurum fully insures all of its shipments, and each package requires a signature upon delivery. However, beginning at the time a package is shown to be delivered by the carrier, the insurance coverage ends, and you assume the risk of loss or damage. Any loss, damage, or other problem regarding a shipment must be reported to Valaurum within (5) calendar days after recorded delivery; otherwise, any claim relating to the shipment will be denied.

It is important that you are physically present at the shipping address when the shipment is delivered. We will not accept responsibility if the carrier leaves the package without your acceptance, leaves the package without a signature, or leaves the package with anyone other than you (including a building manager, a neighbor, a business mailroom, a drop-off location such as Mail Boxes Etc., a government post office, or a UPS Store). If you use a third-party location as your shipping address, Valaurum is not responsible for the loss of or damage to the shipment. In addition, if the carrier returns the package to sender because no one was available to receive your package, we will not accept responsibility if the package is lost or damaged during the process of returning it to the sender.

In the event of any loss of or damage to a shipment, Valaurum assumes responsibility to pursue any claim with the insurance company, provided that you agree to cooperate with us in filing a claim in any manner we may reasonably request, including the signing of an affidavit stating the circumstances surrounding the loss or damage within the allotted time frame. Once the claim is filed, we reserve the right to reship your items or refund your money in our discretion.

## **9. Return Policy**

Valaurum's return policy is limited to (5) business days after the date on which you receive the ordered Products. If you desire to return a Product, you must notify Valaurum's Customer Service Department via telephone at 503-451-6801 within (3) business days after the date on which you receive the Product and follow the instructions provided to you at that time. Returned Products must be received by Valaurum in the same condition in which they were originally shipped by Valaurum. Shipping charges are non-refundable. You are fully responsible for all taxes, as well as return shipping costs, including insuring your return shipment. Valaurum may reject any returned Product if you do not comply with the above procedures and requirements. Returns are subject to Valaurum's Market Loss Policy. Any market gains on refunds, returns, and exchanges shall be the sole and exclusive property of Valaurum.

## **10. Fraud and Illegality**

We reserve the right, but undertake no obligation, to report actual and suspected fraud and any other unlawful activity. We may, in our discretion, require further authorization of an order from you such as a telephone confirmation of your order and other information. We reserve the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud or other unlawful activity is suspected. We capture certain information during the order process, including information that may be used to locate and identify individuals committing fraud or other unlawful acts. If any order is suspected to be fraudulent or otherwise in violation of applicable law, we reserve the right, but undertake no obligation, to (a) submit all records, whether in response to a subpoena or not, to all law enforcement agencies, banks, and credit card issuers for investigation, and (b) cooperate with such entities to prosecute criminal activity.

## **11. Export Compliance**

Each Product that Valaurum sells is subject to all applicable United States export laws. Therefore, no Product may be exported or re-exported to any country, person, or other entity in violation of any sanction listed in the Consolidated Sanctions List published by the Office of Foreign Assets Control of the United States Department of the Treasury, as modified from time to time. Additionally, no Product may be exported or re-exported to anyone on the United States Department of the Treasury's Specially Designated Nationals and Blocked Persons List or the United States Department of Commerce's Denied Persons List.

## **12. Termination**

Either Valaurum or you may terminate this Agreement, for any reason, including convenience, with or without cause, at any time by written notice to the other party. The termination of this Agreement shall not affect the rights and obligations of Valaurum or you with respect to the period prior to the time of termination.

## **13. Disclaimers, Exclusions and Limitations**

All investments, including precious metals in any form (including gold and silver bullion) and collectibles, involve risk and are affected by numerous economic factors, all of which are beyond the control of Valaurum. You, and not Valaurum, are solely responsible for such risk, including, without limitation, market volatility and the inability to liquidate the Products that you purchase from Valaurum at an acceptable price (or at all). Consult your investment or financial advisor before purchasing our Products and fully assess whether you possess adequate savings and income before considering an investment in our Products. You represent and warrant to Valaurum that you have sufficient experience and knowledge to make informed financial and investment decisions, and that Valaurum has not made any recommendation regarding the purchase of our Products.

## **14. Disclaimer of Warranties**

EXCEPT AS EXPRESSLY PROVIDED BELOW, VALAURUM PROVIDES THE WEBSITE AND SELLS PRODUCTS ON AN "AS IS" AND "AS AVAILABLE" BASIS. VALAURUM DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, ITS USE, OR ANY INFORMATION ON IT: (A) WILL BE UNINTERRUPTED OR SECURE, (B) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (C) WILL SATISFY YOUR REQUIREMENTS, OR (D) WILL OPERATE WITH THE HARDWARE OR SOFTWARE THAT YOU USE.

VALAURUM WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY CONTENT POSTED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY THIRD PARTY LINKS POSTED ON THE WEBSITE OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE. VALAURUM IS A RETAIL PROVIDER AND DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DESTRUCTION OF IDENTITY, OR UNAUTHORIZED ACCESS TO OR ALTERATION OF AN ACCOUNT. VALAURUM RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME.



VALAURUM WILL NOT BE LIABLE FOR NETWORK, INTERNET, COMPUTER, HARDWARE, OR SOFTWARE PROGRAM MALFUNCTIONS, FAILURES, OR DELAYS.

THE WEBSITE MAY CONTAIN FORWARD LOOKING STATEMENTS THAT REFLECT VALAURUM'S CURRENT EXPECTATION REGARDING FUTURE EVENTS AND BUSINESS DEVELOPMENT. THE FORWARD-LOOKING STATEMENTS INVOLVE RISKS AND UNCERTAINTIES. ACTUAL DEVELOPMENTS COULD DIFFER MATERIALLY FROM THOSE PROJECTED AND DEPEND ON A NUMBER OF FACTORS, MOST, IF NOT ALL, OF WHICH ARE OUTSIDE OF VALAURUM'S CONTROL.

ALL PRODUCTS ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES EXPRESSLY SET FORTH BELOW. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VALAURUM HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE HEREBY EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, NORMAL WEAR, PRODUCT MISUSE OR ABUSE, PRODUCT MODIFICATION, OR NON-COMPLIANCE WITH ANY LAWS OR CODES.

Valaurum warrants to you (the original purchaser) that each Product purchased from Valaurum, at the time of shipment or delivery by Valaurum, shall contain the weight of physical gold (or other metal) specified as part of the original design on the face of such Product. If any Product does not conform to such warranty, you must submit a warranty claim to Valaurum in writing within one (1) year after your purchase of the Product from Valaurum, in which event Valaurum will provide instructions to you regarding the return of the Product. Your sole and exclusive remedy in the event of any breach of the above warranty shall be, at our option, either (1) the replacement of the non-conforming Product with a conforming Product at Valaurum's expense, or (2) the refund of the purchase price and shipping costs that you paid for the Product. You hereby waive and relinquish, and agree not to file or assert, any claim for damages or other liability relating to the breach of warranty.

## **15. Limitation of Liability**

VALAURUM DISCLAIMS ANY LIABILITY FOR ORDERS PLACED VIA THE WEBSITE, FOR ANY LOSSES OR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES THAT YOU MAY SUFFER OR INCUR AS A RESULT OF YOUR USE OF THE THE WEBSITE, OR THE PURCHASE OR OWNERSHIP OF ANY PRODUCT. FURTHER,

VALAURUM SHALL NOT BE RESPONSIBLE FOR ANY DELAYS IN THE TRANSMISSION, DELIVERY, OR EXECUTION OF YOUR ORDERS DUE TO BREAKDOWN OR FAILURE OF TRANSMISSION OR COMMUNICATION FACILITIES, OR FOR ANY OTHER CAUSES BEYOND VALAURUM'S REASONABLE CONTROL.

## **16. Indemnity and Release**

You agree to defend, indemnify, and hold harmless Valaurum and its subsidiaries, affiliates, officers, directors, agents, employees, licensors, shareholders, co-branders and other partners, and advertising partners (collectively, "Indemnitees") from and against any and all claims, liabilities, losses, actions, damages, and expenses, including reasonable attorneys' fees (collectively, "Claims"), suffered or incurred by any Indemnitee arising out of or relating to (a) your purchase, ownership, use, or sale of any Product, or (b) your breach of this Agreement, including your breach of any representation or warranty made by you to Valaurum in this Agreement. Valaurum may, in its sole and absolute discretion, control the disposition of any Claim at your sole cost and expense, and you may not settle, compromise, or in any other manner settle or dispose of any Claim without Valaurum's consent.

You agree to release Valaurum and its subsidiaries, affiliates, officers, directors, agents, employees, licensors, shareholders, co-branders or other partners, and advertising partners from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to, your use of the Website or your purchase, ownership, use, or sale of any Product.

## **17. Relationship**

The sole relationship between you and Valaurum is that of purchaser and seller. No other relationship, express or implied, including, without limitation, an agency, employment, franchise, joint venture, or partnership relationship exists.

## **18. No Waiver**

Upon your failure to comply with this Agreement, Valaurum reserves all rights and remedies available at law or in equity. No delay or failure on the part of Valaurum in exercising any right or any remedy will operate or be construed as a waiver of that right or that remedy. In addition, no partial exercise by Valaurum of any right

or any remedy will preclude the further exercise of that right or that remedy or the exercise of any other right or any other remedy.

## **19. No Assignment**

You may not assign this Agreement, including your related rights or obligations, without express prior written consent of Valaurum. Such consent may be granted or withheld by Valaurum in its sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of all permitted assignees and heirs and successors of you and Valaurum.

## **20. Force Majeure**

If Valaurum is unable to provide the Products as a result of a force majeure event, defined as any event beyond the control of Valaurum, VALAURUM SHALL NOT HAVE ANY LIABILITY TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR FAILING TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

## **21. Warranties, Representations, and Restrictions on Website Use**

You represent and warrant that you have the right and legal capacity to enter into this Agreement and to comply with its terms and conditions. You warrant that you are a human individual who is eighteen (18) years of age or older. If you are under eighteen (18) years of age but at least thirteen (13) years of age, you must present this Agreement to your legal guardian for review and obtain his or her consent to agree to this Agreement and to use the Website. Any minor under the age of thirteen (13) is prohibited from using the Website or ordering any Product from Valaurum.

In your use of the Website and your purchase, ownership, and use of Products, you agree that you will not do any of the following: (a) infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any party; (b) defame, abuse, harass, stalk any individual, or disrupt or interfere with the security or use of the Website or any website linked to the Website; (c) interfere with or damage the Website, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or email address information, or similar methods or technology; (d) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, or create or use a

false identity; I attempt to obtain unauthorized access to the Website or portions of the Website that are restricted from general access; (f) collect, manually or through an automatic process, information about other users without their express consent or other information relating to the Website or the Products; (g) use any meta tags or any other “hidden text” utilizing the Valaurum name or a Valaurum trademark or Product name; (h) engage in any activity that interferes with any third party’s ability to use or enjoy the Website; (i) assist any third party in engaging in any activity prohibited by this Agreement, or (j) violate any applicable law, rule, or regulation of any jurisdiction.

Without limiting the above provisions of this Section 21, (x) you acknowledge and agree that the Products are not, nor are they intended to be, legal tender, current money, or government-issued or government-sponsored currency in the United States, any foreign country, any political subdivision thereof, or any other jurisdiction (except for any individual Product the design of which includes an express statement that it is one or more of the foregoing in a specified jurisdiction), and (y) you agree and warrant that, except as may be expressly authorized by applicable law, you will not sell, trade, exchange, export, import, pass off, represent, or otherwise describe any Product in any manner that is inconsistent with the immediately preceding clause (x) or that violates Section 11 of this Agreement.

## **22. Governing Law**

Except as set forth elsewhere in this Agreement, this Agreement, the entire relationship between you and Valaurum, and all claims or causes of action (whether in contract, tort, or equity or under statute) that may be based upon, arise out of, or relate to this Agreement shall be construed and governed by, and enforced in accordance with, the laws of the United States of America and the State of Delaware, including the laws of the State of Delaware relating to the statute of limitations, without regard to the conflict of laws rules of the State of Delaware.

## **23. Arbitration Agreement; Class Action Waiver; Waiver of Jury Trial**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US (OTHER THAN THOSE EXPRESSLY EXCEPTED BELOW) THROUGH BINDING ARBITRATION.

Required Use of JAMS. Except as expressly provided below, you agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the

breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a "Dispute"), shall be determined by arbitration in Multnomah County, Oregon, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"). Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude you and Valaurum from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The JAMS Rules, information regarding initiating an arbitration, and a description of the arbitration process are available at [www.jamsadr.com](http://www.jamsadr.com). The allocation of fees and costs for such arbitration shall be determined in accordance with the JAMS Rules.

Initiating Arbitration. If you intend to seek arbitration, you must first send a written notice ("Notice") by Certified U.S. Mail to the following:

Valaurum, Inc.  
Attn: Legal Department  
PO Box 12606  
Portland, Oregon 97212

If Valaurum intends to seek arbitration of a Dispute, Valaurum will send Notice to the current billing address on your account with Valaurum. The Notice must describe the nature and basis of the claim and the specific relief sought. If you and Valaurum cannot reach an agreement resolving the dispute within thirty (30) days after the receipt of the Notice, either party may initiate arbitration proceedings.

Place to File Permitted Court Actions. If the Dispute is related to intellectual property rights, or if the arbitration agreement is found to be unenforceable, you and Valaurum agree and consent that such disputes will be resolved in the federal or state courts in Multnomah County, Oregon, as applicable, and that you and Valaurum agree to submit to the exclusive personal jurisdiction and venue of the federal and state courts located Multnomah County, Oregon.

Time Limit to Commence Arbitration. You and Valaurum agree that for any Dispute (except intellectual property disputes), you or Valaurum must commence an arbitration proceeding within one (1) year after the Dispute first arose; otherwise, such dispute shall be permanently barred. This means that if we or you do not commence an arbitration within one (1) year after the Dispute first arose, the arbitration will be dismissed as untimely.

Waiver of Jury Trial. YOU AND VALAURUM EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JUDGE OR JURY FOR ALL DISPUTES, EXCEPT FOR DISPUTES RELATING TO THE ENFORCEMENT OR INFRINGEMENT OF OUR INTELLECTUAL PROPERTY RIGHTS (SUCH AS COPYRIGHTS, TRADEMARKS, TRADE NAMES, DOMAINS, LOGOS, PATENTS, TRADE SECRETS, AND TRADE DRESS). Disputes subject to that waiver will be resolved through final and binding arbitration. You and Valaurum agree not to combine a Dispute that is subject to arbitration under this Agreement with a Dispute that is not eligible for arbitration under this Agreement.

Waiver of Class or Consolidated Actions. ALL DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead, all claims and disputes shall be resolved in by a court as set forth above.

Arbitration Agreement Survival. This arbitration agreement will survive the termination of this Agreement.

## **24. Severability**

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nonetheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

## **25. Statute of Limitations**

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

## **26. Child Online Privacy Protection Act**

The Website is not directed to persons under the age of eighteen (18), and Valaurum will not knowingly collect personally identifiable information from children under the age of eighteen (18). If Valaurum inadvertently collects such

personally identifiable information, Valaurum will delete such information in accordance with its security protocols.

## **27. Reservation of Rights**

All rights not expressly granted herein are reserved to Valaurum.

## **28. Privacy**

Use of this Website is subject to the terms of our Privacy Policy, which is hereby incorporated into and made part of this Agreement. Please carefully review our Privacy Policy. By using this Website, you agree to be bound by the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of this Website, account registration, and any other personal information provided by you in accordance with our Privacy Policy.

## **29. Entire Agreement**

This Agreement and its incorporated Privacy Policy constitutes the entire agreement between you and Valaurum with respect to the use of the Website and, together with any order form submitted by you and accepted by Valaurum, with respect to any order for or purchase of Products from Valaurum. You acknowledge and agree that any additional provisions that may appear in any communication from you will not bind Valaurum.