

## Terms and Conditions of Website Use and Transactions with Company

DH Ketterling Consulting, LLC, is a Nevada limited liability ("Company"). These Terms and Conditions (this "Agreement" or "Terms and Conditions") state the terms and conditions of (a) your access and use of the Company Website (the "Website" or "Site"); (b) your communications and transactions with the Company; and (c) the Company's communications to you.

THIS IS A CONTRACT BETWEEN YOU AND THE COMPANY; PLEASE REVIEW CAREFULLY. If you object to anything in this Agreement, or any other Policy referred to and incorporated into this Agreement, you should immediately discontinue all use of the Website; and you should not keep an account or profile with the Company, purchase products from or sell products to the Company; nor should you otherwise communicate with the Company. You should also notify the Company of your intent to not receive communications from the Company, by emailing [dhkconsulting@verizon.net](mailto:dhkconsulting@verizon.net).

Your Interaction With Company (as defined below) after notice of this Agreement constitutes your acceptance to the terms contained herein.

### ACCEPTANCE OF TERMS AND CONDITIONS

- a. Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website, and governs all of your communications and transactions with the Company. By accessing or using the Website, the mobile Website, Company social media, communicating with the Company in any way including via email, text, telephone, or other communication device or platform, setting up an account or profile with the Company, purchasing a product or service from the Company (regardless of whether you purchase a product/service through the Website, via telephone, email, or otherwise), or selling a product to the Company (collectively, "Company Interaction", or "Interaction With Company"), you consent to have this Agreement provided to you in electronic form. This Agreement also includes by reference, the Company's Privacy Policy, and all of the other policies referenced herein with a hyperlink. By engaging in Company Interaction, you acknowledge and agree to be bound by the terms of this Agreement, the Privacy Policy, and all other policies referenced herein with a hyperlink.
- b. Modification. This Agreement, any other policies referenced herein with a hyperlink may be modified by Company at its sole discretion from time to time, such modifications to be effective upon posting on the Website by Company. Your Interaction With Company after such posting constitutes your acceptance to such changes. Please consult this Agreement and the referenced policies regularly.
- c. Access and Retention. A hyperlink to this Agreement is found on the Company Website. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program. YOU MAY ALSO OBTAIN A COPY OF THIS AGREEMENT BY MAILING YOUR REQUEST TO DH Ketterling Consulting, 748 S. Meadows Pkwy, Suite Ag-321, Reno, NV, 89521. A COPY OF THIS AGREEMENT, THE PRIVACY POLICY, AND ALL OTHER AGREEMENTS INCORPORATED HEREIN BY REFERENCE WILL BE MAILED TO YOU UPON REQUEST.

DISPUTES; ARBITRATION AGREEMENT.

**THIS AGREEMENT CONTAINS A BINDING AND ENFORCEABLE ARBITRATION CLAUSE, CLASS ACTION WAIVER, STATUTE OF LIMITATIONS, AND EXCLUSIVE VENUE PROVISION.**

You and Company agree that any legal claim or demand that either party may have (a) arising out of or relating to this Agreement (including the enforceability or applicability of the Agreement), or (b) with respect to any transaction, interaction or communications with Company, is barred if not commenced within one (1) year from the date written on the face of the invoice, or if not pertaining to a transaction with the Company, the first date upon which the legal claim could have been made.

You and Company further agree that the exclusive venue for any legal claims or demands that you or Company may have against the other party shall be in an arbitration proceeding filed with the American Arbitration Association office in Reno, Nevada.

By using this Website, setting up a profile or account with the Company, signing up to receive newsletters or other advertising or promotional materials from the Company or its affiliates, purchasing goods or services from Company, or accepting the terms of this Agreement in any fashion, you agree that all controversies between you and Company which may arise from or relate to, directly or indirectly, any transaction or other communications or dealings between you and Company, regardless of the cause or claim asserted, shall be determined by arbitration. This arbitration provision shall apply to any controversy or claim or issue in any controversy arising from events which occur prior to, on or subsequent to the execution of this arbitration agreement.

Disputes shall be governed by Nevada law, excluding choice of law rules, and the AAA Arbitration Rules. The Arbitrator shall have exclusive authority to resolve any dispute relating to the enforceability of this Agreement including, but not limited to, the determination of the scope, applicability, or enforceability of this agreement to arbitrate and any claim that all or any part of this Agreement is void or voidable.

You agree that any legal claim or demand that you may have against Company will be brought in your individual capacity only, and that you will not bring a claim, nor participate in a claim, as a class member in any purported class or representative proceeding.

All arbitration proceedings, including but not limited to any testimony, documents or evidence produced and the outcome of the arbitration shall be kept strictly confidential. The arbitrator's ruling will be final and binding on all parties.

In the event a court determines that any term or provision of this Arbitration Provision is unenforceable, you and Company agree that the remaining provisions of this paragraph, including the limitation of liability and limitation of time within which to bring claims, remains enforceable. You and Company also agree that in the event that the exclusive venue for the resolution of any claim or dispute not resolved in arbitration, for any reason, is the state and federal courts of Washoe County, Nevada.

UNLESS REQUIRED BY STATUTE, UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO ANY PERSON OR ENTITY FOR INDIRECT, INCIDENTAL, ADDITIONAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. Except as required by statute, Company's liability in any and all claims, whether based in tort, contract, warranty, or otherwise, shall not

exceed the amount actually paid by you for the items or services in dispute minus the items or services' fair market value as of the date of the arbitration commencement. It is agreed that the Arbitrator or a court of competent jurisdiction shall have no authority to award any damages in excess of those permitted under the terms of this Agreement.

**DISCLAIMER OF WARRANTY:**

**EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED HEREIN, YOU HEREBY ACKNOWLEDGE AND AGREE THAT COMPANY (INCLUDING DIRECTORS, MANAGERS, SHAREHOLDERS, AFFILIATES, PARENTS, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, DIRECTORS AND INDEPENDENT CONTRACTORS OF COMPANY) HAS NOT MADE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE WEBSITE, MARKETING OR PROMOTIONAL MATERIALS, INFORMATION PROVIDED, OR THE PRODUCTS OR SERVICES OFFERED THROUGH THIS WEBSITE, IN ANY OTHER ADVERTISING OR PROMOTIONAL MATERIALS OR COMMUNICATIONS WITH THE COMPANY, OR ON ANY SOCIAL MEDIA SITE. THE WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, OR IN ANY OTHER ADVERTISING OR PROMOTIONAL MATERIALS OR COMMUNICATIONS WITH THE COMPANY, OR ON ANY SOCIAL MEDIA SITE, ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. COMPANY DISCLAIMS, AND YOU HEREBY WAIVE, ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES REGARDING COMPLETENESS, ACCURACY, RELIABILITY, SUITABILITY OR AVAILABILITY WITH RESPECT TO THE WEBSITE OR THE INFORMATION, PRODUCTS, SERVICES, OR RELATED GRAPHICS CONTAINED ON THE WEBSITE, OR IN ANY OTHER ADVERTISING OR PROMOTIONAL MATERIALS OR COMMUNICATIONS WITH THE COMPANY, OR ON ANY SOCIAL MEDIA SITE, FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, COMPANY HEREBY MAKES NO REPRESENTATION NOR ANY WARRANTIES OF ANY KIND IN CONNECTION WITH THE INFORMATION PROVIDED HEREIN, THAT PRODUCTS WILL MEET YOUR REQUIREMENTS, OR THE QUALITY OF ANY PRODUCTS. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS THEREFORE STRICTLY AT YOUR OWN RISK.**

NO ADVICE. The information provided on this Website or in all other promotional emails, text messages, advertisements or marketing materials of Company, Company social media, or Company telephone communications ("Promotional Materials") is for reference use only, and does not constitute the rendering of investment, legal, financial, or other professional advice or recommendations by Company. **The collectible coin and numismatics market is speculative and unregulated.** Many areas of numismatics and coin collecting lend themselves to third party grading and authentication. Population or census figures quoted are based on information publicly available from third party grading services websites, at the time of communication. Populations fluctuate over time, and may not reflect the entire population of a coin in a particular grade. DH Ketterling Consulting does not guarantee these populations and they should not be used as the sole basis for purchasing any numismatic items. Company expresses no opinion on the soundness as an investment of any collectible coin, medal or other numismatic product.

**You shall be solely responsible for making any decisions regarding the purchase of goods or services from Company.** You expressly acknowledge that you are making all of your own decisions in connection with purchases and/or sales and that Company is not making any specific recommendation with respect to such purchases and/or such sales. You also expressly acknowledge that you are subject to

a variety of risks, which risks are beyond the control of Company, and you expressly acknowledge that Company is not liable or responsible for those risks, for which you have sole responsibility. Those risks include, without limitation, risks associated with the price volatility of the products, particularly precious metals, collectability, demand, secondary markets, liquidity, earnings potential, scarcity, grading and populations. Under certain market or other conditions (such as technological or other disruptions), you may not be able to liquidate the purchased products or liquidate the purchased products at prices acceptable to you.

**ELIGIBILITY.** By Interacting With Company, you represent and warrant that: (a) you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement, and all other agreements incorporated herein by reference; (b) all registration and listing information you submit is truthful and accurate; (c) you will maintain the accuracy of such information; (d) you are 18 years of age or older; and (e) your Interaction With Company does not violate any applicable law or regulation.

**WEBSITE/PROMOTIONAL MATERIALS; CONTENTS.** The content of the Website and Promotional Materials is intended for information purposes only. Although Company exercises reasonable efforts to ensure quality and accuracy, occasionally information contained in the Website or Promotional Materials may contain typographical errors, inaccuracies, or omissions that may relate to product or service descriptions, pricing and/or availability. Company reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Further, some of the information contained in the Website or Promotional Materials may have been provided by contract writers and mints from around the world. Company assumes no liability or responsibility for any errors or omissions. You are responsible for evaluating the accuracy, completeness and usefulness of any opinion, advice, or other content contained in the Promotional Materials of the Company.

**ELECTRONIC COMMUNICATIONS WITH THE COMPANY.** When you visit the Website or Interact With Company via electronic methods, you are communicating electronically. You thereby consent to receive communications from Company electronically. You acknowledge that all agreements, notices, disclosures and other communications provided to you electronically satisfy any legal requirement that such communications be in writing.

**CONSENT TO RECEIVE TELEPHONE COMMUNICATIONS AND TEXT MESSAGES FROM COMPANY.** When you provide your telephone number(s) to Company (including any cellular number(s) you provide to us) you are consenting to receiving telephone calls and/or text messages from, by or on behalf of Company relating to this Agreement, any purchase or transaction with Company, matters related to your account (including debt collection), and promotions regarding Company products. These telephone and/or text communications may be made by or on behalf of Company, even if your phone number is registered on any state or federal Do Not Call list. You acknowledge that you may incur a charge for the telephone and/ or text communications by your telephone carrier, and that Company will not be responsible for these charges.

If you accept a cellular telephone number from a third party, you may receive telephone and/or text communications from Company. You acknowledge that Company has no knowledge or control over the transfer of cellular telephone numbers and therefore is not liable for any damages which may result from Company calling and/or a cellular telephone number from which it initially received consent to call. If you do not wish to be contacted by Company, you may follow the Opt-Out procedures set forth in this Agreement.

RECORDING OF TELEPHONE CALLS AND TEXT MESSAGES. You acknowledge that telephone communications and text messages to and from Company may be monitored and recorded; and you agree to such monitoring and recording without further notice or the requirement of additional consent or agreement from you. You further consent to the monitoring or recording of your conversation or communications with the Company, and acknowledge that you do not have a reasonable expectation of privacy during any conversation or communication with Company. You further understand that not all telephone lines, calls or communications are recorded, and therefore, Company does not guarantee that any recordings of any particular telephone calls or communications will be retained or be capable of being retrieved.

**Your consent to receive text communications is not required to make any purchase of goods or services from Company.** If you wish to opt-out of receiving text messages from Company, please email Company at [dhkconsulting@verizon.net](mailto:dhkconsulting@verizon.net) and state that you wish to opt-out of receiving text messages from the Company.

OPTING OUT OF COMMUNICATIONS WITH COMPANY. You may opt-out of receiving communications, advertising and Promotional Materials from Company, by emailing us at [dhkconsulting@verizon.net](mailto:dhkconsulting@verizon.net) and communicating your contact preferences. Please provide us with all of the email addresses, telephone numbers and mailing addresses at which you receive communications, advertising and Promotional Materials from us, so that we may reflect your account status accurately. PRIVACY POLICY. View the Company's [Privacy Policy](#), which is incorporated into this Agreement by reference.

INTELLECTUAL PROPERTY. Company owns and retains all proprietary, intellectual property and ownership rights in the information and materials it publishes on its Website and in its promotional, informational and social media content. Except as otherwise expressly noted, all products, information, images, illustrations, designs, graphics, icons, photographs, text, audio clips, video clips and other materials that appear as part of the Website, promotional, informational or social media materials, as well as the selection, arrangement and organization of the foregoing and the Website, promotional, informational or social media materials as a whole (collectively, "Content") are subject to copyright, trademark, service mark, trade dress, and/or other intellectual property rights or licenses and rights of publicity and privacy, all worldwide rights, titles and interests in and to which are owned by or licensed to Company or its suppliers. All software used on this Website is the property of Company or its suppliers and is protected by U.S. and international copyright and other intellectual property laws.

Company's names, and other Content are copyrights, trademarks, registered trademarks or trade dress of Company, either in the U.S. and/or other countries. Company's copyrights, trademarks and trade dress may not be used in connection with any product or service that is not Company's, in any manner that is likely to cause confusion among customers or clients, or in any manner that disparages or discredits Company. All other copyrights, trademarks or trade dress not owned by Company that appear on the Website or in other Company marketing or promotional materials or social media are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company. References on the Website or in other Company marketing or promotional materials or social media to the copyrights, trademarks, service marks, trade names, products, company names or services of third parties are provided for your convenience and do not in any way constitute or imply an endorsement or recommendation of that third party or its products or services by Company.

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any content, including, but not limited to, products, descriptions, or prices; any derivative use of the Site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, spiders, robots, or similar data gathering and extraction tools, as such activities are strictly prohibited. The Content of the Website, the Website as a whole and the software are intended solely for personal, non-commercial use by you and other commercial users of the Website who have a username and password. The Content of other Company marketing or promotional materials and Company social media is also intended solely for personal, non-commercial use by you.

You may not: (a) modify or create any derivative work based on the Content or use the Content, in whole or in part, for any commercial purpose or for any public display, performance, sale, rental, outsourcing or other commercial exploitation; (b) remove or alter any copyright, trademark or other proprietary notices from the Content; (c) transfer the Content to another person; or (d) reproduce the Content, the Website or the software, in whole or in part, as expressly provided herein. You agree to prevent any unauthorized copying of the Content, the Website or software. Company reserves all rights not expressly granted herein.

**LINKS TO THIRD PARTY SITES.** Company or third parties may provide links to other World Wide Web sites or resources. Because Company has no control over such sites and resources, you acknowledge and agree that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, goods or services available on or through any such site or resource. Company does not control the privacy policies or practices of these Websites. You should review those policies before providing any personal information. Company is not responsible for the content or practices of any linked Websites and provides these links solely for navigation convenience to visitors.

**USER-GENERATED CONTENT.** Users who download Contents from the Site are required to cite the author and source of the Contents as they would material from any printed work, and should include the source URL. Any such personal use is subject to additional terms and restrictions as noted herein or in the Contents themselves. Company does not warrant that use of the Contents displayed will not infringe the rights of third parties not owned by or affiliated with Company.

We welcome your comments and feedback regarding our Site, our products and our services. We do not, however, accept confidential or proprietary information. Accordingly, all comments, feedback, ideas, suggestions, materials, information and other submissions disclosed, submitted or offered to Company using this Website, on social media, or otherwise (collectively, 'Comments') are not confidential and will become and remain Company's property. As such, Company may use Comments in any way it deems appropriate, or not use them at all. The disclosure, submission or offer of any Comments will constitute an assignment to Company of all worldwide rights, titles and interests and goodwill in the Comments without payment of any compensation. Comments submitted by you must not violate any right of any third party, and must not contain any libelous, abusive, obscene or otherwise unlawful material.

**INDEMNIFICATION.** You agree to indemnify and hold Company, its officers, partners, directors, managers, members, shareholders, distributors, affiliates, parents, subsidiaries, sponsors, advertisers, licensors, employees, agents, representatives and independent contractors, harmless from any loss, liability, damages, claim, actions, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website or Contents in violation of this Agreement and/or arising from any use of this Website or the Contents.

**FORCE MAJEURE.** Company shall not be liable for failing to perform its obligations hereunder because of circumstances reasonably beyond its control. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labor disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, software failure, failure of users to cooperate with the reasonable requests of Company, breach of this Agreement by users, and any other events reasonably beyond the control of Company.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement between you and Company. The Privacy Policy and other policies referenced herein (as modified by Company from time to time) is incorporated herein by reference and made a part of this Agreement.

**SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

**WAIVER.** Any failure by Company to enforce or exercise any provision of these Terms and Conditions or related rights will not constitute a waiver of that right or provision.