

Terms and Conditions

The below Terms and Conditions apply to the services offered by Aurica Inc. (“AURICA,” “we,” “our”) regarding the website and any related applications, services or offerings (collectively the “website.”) This includes, but is not limited to, any purchases from the seller (“Seller,” “you,” “your”) or purchases from AURICA by the buyer (“Buyer,” “your,” “you,”) whether that be an individual, corporation, limited liability company, partnership, trust, or other entity. By entering a transaction to sell or selling product to AURICA or entering a transaction to buy, or buying from AURICA, you represent and warrant that you have the right and legal capacity to enter these Terms and Conditions. You also represent and warrant that you have read, understood, and agree to these Terms and Conditions.

A. Precious Metals Markets and Bullion Pricing

The bullion items offered and the bullion items we purchase are commodities traded on various markets around the world. Due to nature of commodities, the price of said bullion items is constantly changing, in line with market forces and supply/demand. We indicate sell and purchase prices on our website, but they are this, indications only. From time to time it may occur that market fluctuations occur more rapidly than we are able to update pricing. You acknowledge and agree that AURICA will set the selling price for all bullion sales offered by us and the purchase price for all bullion purchases from you.

B. Transactions are Binding and Legal contracts

By entering a transaction to buy from AURICA or sell your bullion to AURICA, you are entering into a binding, legally enforceable agreement, in which you agree to pay in full for metals purchased from AURICA or deliver product sold to AURICA. We do not conduct business by any other means other than via phone or through our website.

1. Buying from AURICA and Selling to AURICA

1.1 Minimum order amount

AURICA does not have a minimum order amount for purchases from us, for sales to us the minimum is \$1,000 USD.

1.2 Credit card to lock in prices

We require a credit card to lock in prices at time of order, there are no holds, or any funds taken from the card at time of order. This credit card held on file and used to enforce our Market Loss Policy if needed. Should we need to enforce this policy, we will charge your credit card for said fee. Should you complete your order with AURICA (buying from us or selling to us,) the credit card will not be used.

1.3 Price Confirmation

After an order is accepted (to buy from AURICA or sell to AURICA) via phone or through our website, you will receive an order confirmation via email, to the email we have on file. If for any reason, this email is not received, this does NOT invalidate or cancel your order with AURICA. You are still obliged to pay for your order in full, if buying from AURICA, or ship your product to us, if selling to AURICA. You agree that you will take all steps necessary to make sure that you are able to receive all emails from us. If you do not receive an order confirmation from AURICA, the onus is on you to contact us for further information.

Once an order to buy from AURICA has been accepted, either via phone or through our website, you must issue payment in full within 1 business day; your full payment must be received within 3 business days. Once cleared payment is received (and clearing period, if any has elapsed,) we will ship out your order within 2-3 business days (barring any delay out of our control.) Please note that from time to time the shipment time of your order may be delayed for reasons out of our control. This includes but is not limited to increased demand for bullion which results in reductions in our bullion inventory, or reduced supply available to us. We will do our best to keep you informed via our website of any delays applicable to affected bullion items. This information may also, but is not guaranteed, be transmitted to you via

email/confirmations of orders. It is your responsibility to confirm that the address on your account is correct, should you wish to change shipment address, you must contact us via phone. This call must be made to us same day of order, to avoid any delays.

Once an order to sell to AURICA has been accepted, either via phone or through our website, you must ship all bullion within 1 business day. The shipment must be received by AURICA no later than 5 business days after an order is accepted. You are responsible for any/all costs associated with shipping your metals to AURICA, should you use our services, we will deduct the costs from the final payout for your sale order to AURICA. We are not responsible for any lost, damaged, misrouted, misplaced packages should you use your own contracted/courier service to ship in metals.

We do not accept any physically delivered items, all products must be shipped to us. Once your item has been shipped, we ask that you email or call us and provide a tracking number for the incoming shipment.

1.4 Cancellations

When an order to buy from AURICA or sell to AURICA has been confirmed via phone or through the website and an order number has been issued a binding contract has been formed. The transaction has been locked in for either buying or selling, whichever might be the case and any/all market risk has been transferred to you. If you default on your obligation and do not issue payment in full for a purchase from AURICA, or ship your metal to AURICA, in accordance with the guidelines in point 1.3 we may cancel your transaction. We reserve the right to cancel any purchase or sale order at our sole discretion, you waive all right to any claim or actual damages of any kind related to such cancellation. We may also cancel an order if the product does not meet the quality standards stipulated in the purchase order, or if a different item than what was booked is received. Any cancellation, be it due to you defaulting on your obligations, or AURICA's discretion, is subject to our Market Loss Policy.

2. Payments

Payment instructions will be provided based on the payment option selected at the time of your order. This information will be provided to you via phone, for phone in orders, and on your confirmation email for orders placed through the site. Payments must be issued/sent out within 1 business day and received within 3 business days. The following are our accepted payment methods:

Payment Method	Order Maximum
Credit Card	\$3,000
Personal/Business Check	\$10,000
Bank Money Order	\$10,000
Cashier's Check	\$10,000
Bank Wire	No Limit

For product sold to AURICA, we can issue payment as follows:

Payment Method	Fee
Check via regular mail	No Fee
Check via Courier	\$25
Bank Wire	\$35

Please note that we can only issue payment to the account holder who sold the product, we do not issue any payments to third parties.

2.1 Wire/check payments

If you select to pay AURICA via wire or check, we provide a 4% discount off the listed price. Please note that the prices shown under “wire/check” already reflect this 4% discount.

2.2 Check payments

We deposit all check payments as they are received, and the hold times are as follows:

Personal/Company Checks: 5 business days

Cashier’s Checks/Bank Money orders: 3 business days

Because we deposit checks as they are received, your bank will debit your account at time of deposit. Please note that we will still enforce our hold times, during certain situations and at our sole discretion we may place further holds on check payments.

2.3 Wires

We strongly suggest payments via wire as they are the fastest and safest way to issue your payment to AURICA. Once your order has been placed, should you opt to pay via wire, we will provide you our banking information on your order confirmation email. Wires are typically not subject to any hold, but in certain situations, at our discretion we may apply a hold.

2.4 Credit Cards

We post credit card pricing for our products on our site but are not obligated to accept credit card payments. All credit card orders are reviewed on a case-

by-case basis and accepted at our discretion. Please note that all credit card orders must be shipped to the cards billing address, no exceptions will be made on this.

2.5 Currencies accepted

Currently we only accept USD for all orders and pay out in USD for products sold to AURICA.

3. Shipping

All orders shipped to you by AURICA are shipped out using any/all domestic couriers/carriers at our disposal. We, at our discretion will select the courier/ mail carrier to deliver the items to you. Each shipment will be fully insured for its value.

3.1 Insurance

As stipulated in item 3 all shipments made by AURICA to its customers are fully insured for its locked in price, which is listed on your order confirmation. In the rare occasion that a shipment is lost in transit, we must be notified within 3 business days of the estimated delivery date showing on the tracking information.

In the rare occasion that your product is damaged in transit, you may be permitted to claim coverage under our insurance policy. For this insurance to be valid, you must:

1. Be the person that received the package direct from the carrier. Any items left with a door man/building/office personnel will not be covered.
2. You must notify us immediately upon receipt of the item (same day.)

Please note that insurance coverage stops if you leave written instruction to the courier to do the following:

1. Leave package at the door
2. Leave package with anyone other than the addressee
3. Sign for package without addressee present
4. Deliver to an alternate address (not listed on the shipping label.)

If the package is being delivered to an office or apartment building, the insurance will stop if/when:

1. The package is signed for by the door man/receptionist/building or apartment personnel.

If you ask AURICA to ship to a courier store (FedEx/UPS etc.,) or a USPS location for pick up, the insurance will stop once it is delivered to the store/ USPS location. Anything that happens to the package after it is delivered is your responsibility and we will not be held liable for any damage, theft, or loss of items or anything else that might arise.

Should a claim need to be filed with our insurance company, you agree to cooperate in any investigation or claim process. You will also take every reasonable action requested of you in the process. Should you fail to comply you will forfeit any insurance claim and the matter will be closed without any compensation to you in any form.

3.2 Presale and Backordered items

As stipulated in point A, supply and demand play a big role in the availability of products. From time to time there may exist more buyers than sellers, in this instance we reserve the right to delay your shipment for up to twenty-eight (28) calendar days. Provided that you have paid in full, during this time your prices are locked in and will not be subject to any market or premium fluctuations. If a refund is provided or there is a delay in sending your shipment, you waive the right to claim all damages of any kind.

3.3 International Shipping

AURICA is equipped to ship internationally as needed. Please note that these requests must be made before placing an order, as shipping fees have been very volatile over the past 2 years. Should you place an order before requesting a shipping fee, our Market Loss Policy will apply should you wish to

cancel. We also suggest that you check with your local customs agency to find out if there are any VAT/Taxes/other fees to be paid on the import of metals to the country of your choice. Please note that these fees will be solely at your cost, and we only offer an insured shipping service.

5. Return/Exchange Policy

At AURICA customer satisfaction is very important to us. If you feel you have received something that is not as it was described/depicted on the site, please reach out to us via email or phone. At your request, we may, but are not obliged to, provide you with the option to exchange a product for the same product if the product is defective. In the case we agree to an exchange, it must be done within five (5) calendar days from date of receipt of the product. Please note that any return shipping to AURICA and shipping from AURICA to you for the new product is at your cost.

6. Market Loss Policy

Once an order has been confirmed either via phone or through the site, a binding and legal contract has been formed. Any time after this should you decide to cancel an order, or default on your obligations, our Market Loss Policy will apply. Any/all cancellations are subject to a \$50 (fifty) dollar fee. In addition to this fee any market loss is passed on to you as follows:

For purchase orders, if at time of cancellation the market price of your product has dropped, you will be liable for this price difference + the \$50 (fifty) dollar fee. Should the price increase at the time of cancellation, you will only be liable for the \$50 (fifty) dollar fee:

	Price	Price per Unit at time	Qua	Loss or Gain	Marke
Scen	\$1,810	\$1,800	5	$(\$1800 - \$1810) \times$	\$50
Scen	\$1,810	\$1,850	5	$(\$1850 - \$1810) \times$	\$0

In scenario 1 the total fee charged to your credit card would be \$100 (\$50 fee + \$50 market loss.) In scenario 2 the total fee charged to your credit card

would be \$50 (only the \$50 fee would be charged as there was no market loss.)

For orders in which you are selling to AURICA, if at time of cancellation the market price of your product has increased, you will be liable for this price difference + \$50 (fifty) dollar fee. Should the price decrease at the time of cancellation, you will only be liable for the \$50 (fifty) dollar fee:

	Price	Price per Unit at time	Qua	Loss or Gain	Marke
Scen	\$1,810	\$1,800	5	(\$1810 - \$1800)	\$0
Scen	\$1,810	\$1,850	5	(\$1810 - \$1850)	\$200

In scenario 1 the total fee charged to your credit card would be \$50 (only the \$50 fee would be charged as there was no market loss.) In scenario 2 the total fee charged to your credit card would be \$250 (\$50 fee + \$200 market loss.)

All fees stipulated above are charged to the credit card provided at time of order, should we be unable to collect via credit card we will then draw from any funds on your account. Lastly if we are unable to collect via either method, we will block your account until any/all fees have been paid.

7. Advice

Please note that AURICA cannot provide you with any advice related to markets or timing of a purchase/sale. Nothing on this site should be considered to constitute any kind of investment, legal, tax or other advice.

8. Risk

We guarantee that every product we sell is authentic and that all products do contain the weight, fineness, and purity in which they are minted. All investments, including the purchase/sale of bullion involves some degree of risk. Just as with other commodities, they are affected by geopolitical and economic factors (to name a few,) which are out of our control. You are solely responsible for any/all risk involved in the purchase or sale of bullion with AURICA. These risks could be, but are not limited to, market volatility, inability to liquidate your product, product becoming unavailable or delayed. Any

malfunction, slow down, may have a negative effect on the pricing/service provided on our site. To the fullest extent permitted by law, in no event will AURICA, nor its directors, agents, suppliers, employees, affiliates be liable to you on any legal aspect/theory for any indirect, incidental, special or punitive damages resulting from losses caused by website malfunction.

9. Limitation of Liability

AURICA's liability for any/all bullion purchase(s)/sale(s) shall not exceed the purchase/sale price which was set by AURICA for your bullion. We shall in no event be liable for direct, indirect, incidental, punitive, exemplary, or consequential damages, even if we have been advised of the possibility of such damages. We will not be liable for any delays or failures in the transmission, receipt or execution of orders, payments, deliveries, or information due to the incapacity or failure of computer or communication equipment, or facilities or any other reason which is out of our control.

Should your local jurisdiction not allow the exclusion or limitation of damages, you should seek legal counsel to understand your legal rights under applicable law.

10. Warranty Disclaimer

You expressly agree that use of the site and reliance on its content is at your risk. AURICA, its affiliates and their respective third-party licensors do not make any representations or warranties of any kind regarding the site, the software, the content, the materials, the listing service, or the results that may be obtained from use of any of the foregoing. The service is provided on an "as is, as available" basis, and AURICA, its affiliates, and their respective third-party licensors specifically disclaim all expressed or implied warranties including, without limitation, the warranties of fitness for a particular purpose, warranties of merchantability and warranties of noninfringement. AURICA and its affiliates make no representations or warranties, expressed or implied, to any actual or prospective purchaser of precious metals as to the existence, ownership, or condition of the listings; as to the advertised terms, if any; or as to the accuracy or completeness of any information about a listing. Aurica Inc.

does not warrant the accuracy or completeness of such information. Aurica Inc. reserves the right, in its sole discretion, to correct any error or omission on the site or in the content. AURICA does not make and expressly disclaims any representations, warranties, or guarantees to you regarding the listing, including, without limitation, any representations, warranties or guarantees. for purposes of this warranty disclaimer, “third-party licensor” does not INCLUDE YOU. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You.

11. Indemnity

You agree to defend, indemnify and hold harmless AURICA and its affiliates, their directors, employees, officers, licensors, members, shareholders from any and all claims and demands made by any third party arising out of: (a) content or information you transmit or obtain through the transactions, products and/or services contemplated in these Terms and Conditions, (b) your use, purchase, and/or sale of the products and/or services contemplated in these Terms and Conditions, (c) your violation of these Terms and Conditions, (d) your violation of any rights of another, (e) your breach of any representation or warranty made by you to AURICA, or (g) your failure to perform your obligations pursuant to these Terms and Conditions. If you are obligated to provide indemnification pursuant to this provision, AURICA may, in its sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any claim without AURICA’s consent. You also agree to cooperate with AURICA’s defense of that claim.

12. Force Majeure

Any prevention, delay, or stoppage in our performance of any term of these Terms of Purchase or Sale due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, regulations or controls, the suspension by commodity exchanges in the trading of gold, silver, platinum or palladium futures contracts or the delivery of the commodities underlying such contracts, or the failure or delay of vendors, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, pandemic, and other

causes beyond our control, shall excuse our performance, and extend our performance of our duties and responsibilities hereunder, for a period equal to any such prevention, delay or stoppage. AURICA 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 these terms and conditions to the extent that such failure is because of a force majeure event.

13. Errors

Despite our best efforts, technology related, and typographical errors may occur. In the event any type of error results in erroneous or wrong pricing to be display for any/all products, AURICA has the right at our sole discretion to refuse or cancel any/all transactions. You will be notified if any of your orders/products have been cancelled. Prices and availability are subject to change without notice.

14. Termination of Service

You agree that in AURICA's sole discretion, and without prior notice, your access to this Site may be terminated or suspended, and we may exercise any other remedy available and remove any Content if it believes that your use of the Site and/or any Content or reference information You provide (a) violates (i) these Terms of Use, (ii) the rights of AURICA, its affiliates, a Licensor, or another User, or (iii) any law or regulation, or are otherwise objectionable or inappropriate or (b) constitute the fraudulent or unlawful activity of any nature. You agree that monetary damages may not provide a sufficient remedy to Aurica Inc. for violations of these Terms of Use, and You consent to injunctive or other equitable relief for such violations without the requirement that AURICA post a bond. We are not required to provide any refund to You if your use is terminated because of AURICA's determination, in its sole discretion, that You have violated these Terms of Use.

15. Complete Agreement

Except as provided herein, the terms and conditions of these Terms and Conditions constitute the entire agreement between the parties and supersedes any/all previous agreements and understandings. This shall be true whether the agreement/understanding was oral or written between the

parties, hereto with respect to the subject of matter of this Terms of Conditions.

16. Waiver

You understand and agree that any individual that violates any term of these Terms and Conditions is precluded from enforcing, agrees not to enforce, and covenants not to sue to enforce, any similar or related provision in any contract, including terms and conditions, terms of us and Terms of Use, asserted by such individual, entity or any affiliate thereof, as binding upon AURICA or any of its affiliates.

17. Modification to Terms and Conditions

We reserve the right to make any changes to these Terms and Conditions at any time, and you agree that we may change these terms at any time. You agree that we may make changes to our website and bullion purchases/sales process at any time in our sole discretion. This may be for any reason or no reason and without prior notice. You agree that if you continue to purchase or sell bullion to us, or use our website, after we have posted any/all changes to these Terms and Conditions, then you are bound by the most recent version of these Terms and Conditions. Additional terms, including but not limited to pricing, payment methods, returns/exchanges, Market Loss Policy will be posted on our website; where so posted, such changes will form part of these Terms and Conditions.