

WEBSITE TERMS OF USE

1. ACCEPTANCE OF THE TERMS OF USE

This Terms of Use agreement (this “**Agreement**” or these “**Terms of Use**”) is made by and between Rixmann Companies, Pawn America Minnesota, L.L.C. also d/b/a My Bridge Now, Pawn America Iowa, LLC, Pawn America Wisconsin, LLC, Payday America, Inc., Pawn America Family Limited Partnership, and Pal Card Minnesota LLC d/b/a CashPass Network, and their Affiliates, (collectively and individually the “**Rixmann Companies,**” “**us,**” “**we,**” or “**our**”) and you (“**you,**” “**your,**” or “**user**”). This Agreement contains the terms of use that govern your use of any website that displays, links, or refers to this Agreement (such websites referred to herein collectively and individually as the “**website,**” or this “**website**”) and, unless otherwise specified, any sales of products or services through those websites or through our text messaging services or other communications. Affiliates, for purposes of this Agreement, shall mean any parent or subsidiary entities and any entity controlling, controlled by or under common control of the entity, where “control” is defined as (a) the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity, (b) the right to vote for or appoint a majority of the board of directors, managers, governors or other governing body of such entity, or (c) the power to exercise a controlling influence over the management or policies of the entity.

BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH ANY PART OF THIS WEBSITE OR OUR SERVICES, INCLUDING WITHOUT LIMITATION THE WEBSITE’S FORMS, YOU AGREE, ON YOUR OWN BEHALF PERSONALLY, AND ON BEHALF OF ANY ENTITY FOR WHICH YOU ARE AN AGENT OR YOU APPEAR TO REPRESENT, THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES AND A WAIVER OF YOUR CLASS ACTION RIGHTS.

2. CHANGES TO THE TERMS OF USE

THE RIXMANN COMPANIES RESERVE THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN THE RIXMANN COMPANIES’ SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE “TERMS OF USE” HYPERLINK LOCATED ON THE WEBSITE.

3. ACCESSING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this website, and any service or material we provide on the website, in our sole discretion without notice. We will not be liable if for any reason all or any part of this website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the website, or the entire website, to users.

If, in our opinion, you have violated any provision of these Terms of Use, we have the right to refuse you access to this website or any of its resources, and to block, terminate, or suspend your access at any time.

To access this website or some of the resources it offers, including contacting us, you may be asked to provide certain registration details or other information such as your name, e-mail address, and other credentials. It is a condition of your use of this website that all the information you provide on this website will be correct, current, and complete. You agree that all information you provide to register with this website or otherwise, including, but not limited to, through the use of any interactive features on the website, is governed by our *Privacy Policy* (found [here](#)), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

4. RESTRICTIONS ON USE

You may use this website for purposes expressly permitted by this website. As a condition of your access and use of the website, you warrant to the Rixmann Companies that you will not use the website for any purpose that is unlawful or prohibited by any part of this Agreement. For example, you may not (and may not authorize any party to) (i) co-brand this website, or (ii) frame this website, without the express prior written permission of an authorized representative of the Rixmann Companies. For purposes of this Agreement, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this website or content accessible within this website. You agree to cooperate with the Rixmann Companies in causing any unauthorized co-branding or framing immediately to cease. Competitors and third party aggregators may not connect “deep

links” to the website, i.e., create links to this website that bypass the home page or other parts of the website without the prior written permission of the Rixmann Companies.

In addition, you may not use the website in any manner which could disable, overburden, damage, or impair the website or interfere with any other party’s use and enjoyment of the website. You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the website. You may not use scrapers, bots, spiders, or other automated tools to collect or index the content of the website without the Rixmann Companies’ express prior written permission. You may not attempt to probe, scan, or test the vulnerability of the website or any system to which it is connected or attempt to breach any security measures. Your use of the website is strictly for your personal, non-commercial use only.

5. INTELLECTUAL PROPERTY RIGHTS

The website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

This Agreement permits you to use the website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- You must not access or use for any commercial purposes any part of the website or any services or materials available through the website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the website in breach of this Agreement, your right to use the website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the website or any content on the website is transferred to you, and all rights not expressly granted are reserved by the Rixmann Companies. Any use of the website not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws.

6. TRADEMARKS AND COPYRIGHTS

Trademarks, service marks, logos, and copyrighted works appearing in this website are the property of the Rixmann Companies or the party that provided the trademarks, services marks, logos, and copyrighted works to the Rixmann Companies. The Rixmann Companies and any party that provided trademarks, service marks, logos, and copyrighted works to the Rixmann Companies retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in this website. The website may contain products or product descriptions that use the trademarks of other companies. All such trademark usage is strictly intended to be fair use of such trademarks for the purpose of providing information regarding products and services offered by the Rixmann Companies and the Rixmann Companies do not claim or intend to insinuate any affiliation with, sponsorship of, or approval by the owners of any such trademarks.

7. LINKS FROM THE WEBSITE

If the website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

8. SUBMISSIONS

You hereby grant to the Rixmann Companies a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, make, use, sell, offer to sell and import all content, remarks, inventions, suggestions, ideas, graphics, photos, videos, audio, text, or other information communicated to the Rixmann Companies by you through this website (collectively and individually, the “**Submission**”), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You further agree that the Rixmann Companies may use your name, likeness, pseudonym, avatar, or other information related to your identity and provided to the Rixmann Companies through the website in conjunction and in relation to

your Submission. The Rixmann Companies will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products, services, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Rixmann Companies operations.

You warrant and represent that you own or otherwise control all of the rights to any Submission including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submission and grant the license you provide in accordance with this Agreement, and that the Submission will not violate any law or the rights, including without limitation the intellectual property rights, of any person or entity.

9. RELIANCE ON INFORMATION POSTED

The information presented on or through the website or through our text messaging services or other communications is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the website, or by anyone who may be informed of any of its contents.

10. CHANGES TO THE WEBSITE

We may update the content on this website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the website may be out of date at any given time, and we are under no obligation to update such material.

11. DISCLAIMERS

You understand that the Rixmann Companies cannot and do not guarantee or warrant that the website or its content, or any other files available for downloading from the internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to this website for any reconstruction of any lost data. The Rixmann Companies do not assume any responsibility or risk for your use of the website, its content, the internet, text messaging services or other communications.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE

WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES, COMMUNICATIONS, OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR OTHER SERVICES OF THE RIXMANN COMPANIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE RIXMANN COMPANIES NOR ANY PERSON ASSOCIATED WITH THE RIXMANN COMPANIES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR OTHER COMMUNICATIONS. WITHOUT LIMITING THE FOREGOING, NEITHER THE RIXMANN COMPANIES NOR ANYONE ASSOCIATED WITH THE RIXMANN COMPANIES REPRESENTS OR WARRANTS THAT THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE RIXMANN COMPANIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

DISCLAIMERS AND WARRANTIES RELATED TO PRODUCTS PURCHASED THROUGH THE RIXMANN COMPANIES' ONLINE EBAY STORE ARE SET FORTH IN THAT SEPARATE EBAY STORE.

12. GEOGRAPHIC LOCATION

The owner of the website is based in the State of Minnesota in the United States. We provide this website for use only by persons located in the United States. We make no claims that the website or any of its content is accessible or appropriate outside of the United States. Access to the website may not be legal by certain persons or in certain countries. If you access the website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

13. LIMITATION ON LIABILITY

THE RIXMANN COMPANIES AND THEIR AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF THE RIXMANN COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN RELATION TO OR REGARDING THIS WEBSITE OR ITS CONTENT, OR THE PRODUCTS AND SERVICES OFFERED FOR SALE ON THIS WEBSITE. IF NO LIABILITY IS NOT ALLOWED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE RIXMANN COMPANIES AND THEIR AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE MINIMUM AMOUNT ALLOWED BY LAW.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LIMITATIONS OF LIABILITY RELATED TO PRODUCTS PURCHASED THROUGH THE RIXMANN COMPANIES' ONLINE EBAY STORE ARE SET FORTH IN THAT SEPARATE EBAY STORE.

14. GOVERNING LAW AND JURISDICTION

All matters relating to the website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota, in each case located in Hennepin County, Minnesota. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. ARBITRATION

- 16.** You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Text Messaging Program (described below), the website or the services provided on the website will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association (“AAA”)

Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest you; (4) The arbitrator’s decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Minnesota law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, the Rixmann Companies retain the right to forward them to the AAA on the your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Rixmann Companies retain the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph. **LIMITATION ON TIME TO FILE CLAIMS**

ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BANNED.

17. WAIVER AND SEVERABILITY

No waiver by the Rixmann Companies of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Rixmann Companies to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be

eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

18. ADDITIONAL GOVERNING TERMS AND CONDITIONS.

The website may contain additional disclosures, terms and conditions including without limitation credit card, banking, and loan terms and conditions, cardholder agreements, privacy policies regarding financial services that are separate from the website's privacy policy, or other legal terms that apply to the products and services being offered on the website. In addition, all product sales are pursuant to separate, in-store written agreements and terms as set forth in relation to the product being sold on the Rixmann Companies' online Ebay Store. Wherever the website or other in-store forms present additional terms and conditions, disclosures, or other agreements, you are also bound by those additional terms and, where in specific conflict with the terms and conditions of this Agreement, those additional terms shall control over the terms in this Agreement.

19. INDEMNITY

You will indemnify and hold the Rixmann Companies, their Affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "**Indemnified Parties**") harmless from any breach of this Agreement by you, including any use of content other than as expressly authorized in this Agreement. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees of the Indemnified Parties in relation to your breach. You will also indemnify, including any all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees of the Indemnified Parties, and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your breach of this Agreement or use of the website and its content.

20. SECURITY

Any passwords used for this website including, without limitation, any customer login portals are for individual use only. You will be responsible for the security of your password (if any) and any actions taken by you or anyone using your password or other login credentials. The Rixmann Companies will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that the Rixmann Companies considers insecure, the Rixmann Companies will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, the Rixmann Companies reserves the right to release your details to system administrators at other websites and law enforcement

authorities in order to assist them in investigating, resolving, and prosecuting laws relating to security incidents. The Rixmann Companies reserve the right to investigate suspected violations of this Agreement.

The Rixmann Companies reserve the right to fully cooperate with any law enforcement authorities or court order requesting or direction the Rixmann Companies to disclose the identity of anyone using the website, or publishing or otherwise making available of using any materials that are believed to violate this Agreement. BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS THE RIXMANN COMPANIES AND THEIR AFFILIATES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE RIXMANN COMPANIES OR THEIR AFFILIATES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE RIXMANN COMPANIES, THEIR AFFILIATES, OR LAW ENFORCEMENT AUTHORITIES.

21. CONDITIONS OF ORDER

The website may include products and services for sale to you through the website. Unless otherwise covered by specific, additional terms and conditions as permitted by Section 18 of these Terms of Use, the following additional terms apply to all offers for sale and sale of products and services through the website:

A. All orders are subject to the additional PawnAmerica.com Order Information terms presented to you at checkout. You are bound by these additional terms, which include information such as, and without limitation, checkout confirmation, sales tax information, email order details, customer service information, product guarantees, if any, return information, and shipping and handling information. Where in conflict, any term set forth in the PawnAmerica.com Order Information terms shall supersede and control over the terms set forth in this Agreement. All PawnAmerica.com Order Information terms are incorporated into this Agreement by reference.

B. When you place an order, we may verify your method of payment, and/or shipping address before processing your order. Your placement of an order with us is an acceptance of our offer to sell our products and services, subject to availability and pursuant to the terms contained in this Agreement. We, at our discretion, may complete your order by processing your payment and shipping the product, or may, for any reason, decline to complete your order or any part of your order. No order shall be considered completed until the product has been shipped. If we decline to complete your order, we will attempt to notify you using the email address or other contact information you have provided with your order. Delivery and/or shipment dates provided in connection with any order are estimates only and do not represent fixed or guaranteed delivery dates.

C. To the extent more than one of an item is offered for sale or you purchase more than one item from us, we may limit or cancel quantities available for purchase on any order on any basis, and to alter the availability or duration of any special offers at any time. We may reject any order, or any part of an order.

D. When you place an order via the website, you are required to provide a valid email address, which we may use to communicate with you regarding the

status of your order, advise you regarding shipment products, and to provide you with any other notices, disclosures or other communications relating to your order. You agree that we will not be responsible for any damage you incur, or information you do not receive, as a result of your failure to provide and maintain a valid email address or as a result of any failure of your email system, spam filters, or other impediments to your receipt of our communications.

E. We make every effort to provide current and accurate information relating to the products and prices, but do not guarantee the currency or accuracy of any such information. Information relating to products is subject to change without notice. Prices are subject to change at any time prior to our completion of your order. In the event we discover a material error in the description or availability of a product that affects your outstanding order with us, or an error in pricing, we may notify you of the corrected version, and you may choose to accept the corrected version, or cancel the order. If you choose to cancel the order, and your credit card has already been charged for a purchase, we will issue a credit to your credit card in the amount of the charge. All prices are in U.S. dollars.

F. We attempt to display as accurately as possible the products shown on the website including without limitation their colors, condition, parts, and accessories. However, because the colors you see will depend on many factors, including your monitor or printer, and what is pictured and the clarity and completeness of the picture depends on many photographic variables, we cannot guarantee that the color and accurateness of the product you see matches the actual product for sale.

G. Payment methods are as set forth upon checkout on the website.

H. If you receive merchandise that has been damaged in transit, it is important to keep the shipping carton, packing material and parts intact. Please contact us immediately regarding any such damage.

I. EXCEPT AS SET FORTH IN THE PAWNAMERICA.COM ORDER INFORMATION TERMS, ALL PRODUCTS ARE SOLD ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, AND WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCT OR SERVICE, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH REGARD TO THE PRODUCTS AND SERVICES.

J. In addition to and without restricting any other obligations to indemnify, defend, and hold us harmless under this Agreement, you understand and agree that you are personally responsible for your use or inability to use the products. You agree to indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, special, consequential, punitive, exemplary, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the products.

22. TEXT MESSAGE PROGRAM TERMS AND CONDITIONS

We may also offer the products and services available on our websites through our Text Message Program. These Text Message Program Terms and Conditions apply to your use of our Text Message Program and are a part of these Website Terms of Use. **By opting-in to or using our Text Message Program, you accept these Text Message Program Terms and Conditions and agree to resolve disputes with the Rixmann Companies through binding arbitration (and with very limited exceptions, not in court), and you waive any right to participate in class actions, all as detailed in the "Arbitration" section above. By opting-in to the Text Message Program:**

A. You authorize the Rixmann Companies to use autodialer or non-autodialer technology to send text messages to the cell phone number associated with your opt-in (i.e., the number listed on the opt-in form or instructions, or, if none, the number from which you send the opt-in, or, if none, the number on file for the account associated with your opt-in). You also authorize the Rixmann Companies to include marketing content in any such messages. You do not have to opt-in or agree to opt-out as a condition of purchase.

B. You consent to the use of an electronic record to document your opt-in. To withdraw that consent, request a free paper or email copy of the opt-in, or to update our records with your contact information, please call 952-646-1775. To view and retain an electronic copy of these Terms & Conditions or the rest of your opt-in, you will need (i) a device (such as a computer or cell phone) with internet access, and (ii) either a printer or storage space on such device. For an email copy, you'll also need an email account you can access from the device, along with a browser or other software that can display the emails. These Text Message Program Terms and Conditions still will apply if you withdraw the consent mentioned above or opt-out of the Text Message Program.

C. You confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to opt-in.

D. You confirm that you are opting-in to the Text Message Program as described in the consent included along with the opt-in box that you checked.

E. Message and data rates may apply. Unless otherwise noted, the Text Message Program sends multiple, recurring messages. The Rixmann Companies may terminate all or part of the Text Message Program or your participation in it at any time with or without notice, including, for example, before you have received any or all messages that you otherwise would have received, but these Text Message Program Terms and Conditions still will apply. For services operated through a short code or phone number, text HELP to that code or number for help and STOP to that code or number to opt-out. Your opt-out request may generate either a confirmation text or a texted request to clarify which part of the Text Message Program to which it applies (if you have more than one). To complete your opt-out, please provide the requested clarification.

F. You consent to the handling of your information as described in the Pawn America Privacy Policy [[INSERT HYPERLINK](#)].

23. MISCELLANEOUS

You further acknowledge that the Rixmann Companies may seek equitable remedies against you such as a preliminary or permanent injunction and the Rixmann Companies' rights in its reputation and intellectual property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, damage, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of the Rixmann Companies.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Rixmann Companies as a result of this agreement or use of the website.

Except as set forth in this Agreement, including without limitation Section 18, this Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and the Rixmann Companies with respect to the website or the content.

The Rixmann Companies may revise this Agreement at any time by updating this posting.

Last Modified: May 1, 2022

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