

Site Terms and Conditions of Use

- User's Acknowledgment and Acceptance of Terms

Noble Medals LLC ("Us" or "We") provides the Noble Medals site and various related services (collectively, the "site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

These Terms of Use are effective as of 01/01/2013. We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

- Description of Services

We make various services available on this site including, but not limited to, Noble Medals LLC provides high quality customized products including but not limited to: challenge coins, medals, awards, pins, patches and custom shaped coins, and other like services.

- Intellectual Property Information

Copyright (c) 01/01/2012 Noble Medals LLC All Rights Reserved.

For purposes of these Terms of Use, "content" is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. This includes message boards, chat, and other original content.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Noble Medals LLC and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use

of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this site will not infringe the rights of third parties. See "Users Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Noble Medals LLC or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Noble Medals LLC or its Affiliates.

- Unauthorized Use of Materials

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us, whether by electronic mail, post, or other means, for any reason, will be treated as confidential and proprietary. While you retain all rights in such communications or material, you grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

We respect the intellectual property of others, and we ask you to do the same. By submitting design suggestions or artwork to Noble Medals LLC. or approving pre-production proofs, you assert that you own the rights to use or have permission to those designs or artwork, including but not limited to, registered or not-registered trademarks, and registered or not-registered copyrights contained therein. Additionally, you certify and warrant that you have the legal right or have obtained an appropriate written license agreement for the images and artwork to be produced under this Agreement.

Customer acknowledges that it has ultimate artistic control over the items created by Noble Medals LLC for Customer. Customer agrees to provide an adequate defense at Customer's sole expense (including attorney fees and costs related to such a defense) for claims made or anticipated by any third party against Noble Medals LLC relating to items made for or designed for Customer under or related to this Agreement. Noble Medals LLC assumes no responsibility for verifying ownership of any design provided by or approved by Customer.

- Disclaimer of Warranties

Content available through this site often represents the opinions and judgments of an information provider, site user, or other person or entity not connected with us. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Noble Medals LLC spokesperson speaking in his/her official capacity. Please refer to

the specific editorial policies posted on various sections of this site for further information, which policies are incorporated by reference into these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

- Limitation of Liability

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys fees, that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

- International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

- Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use.

Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

- **Governing Law**

This site (excluding any linked sites) is controlled by us from our offices within the Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the State of Texas with respect to such matters.

- **Notices**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at noblemedals@gmail.com, if by email, or at Noble Medals LLC 5000 Eldorado Pkwy Suite 150 PMB 447 if by conventional mail. We may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

- **Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

- **Miscellaneous**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

- [Privacy Policy](#)

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

We will only retain personal information as long as necessary for the fulfillment of those purposes.

We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

- Contact Information

Except as explicitly noted on this site, the services available through this site are offered by Noble Medals LLC, a Limited Liability Company, located at 5000 Eldorado Pkwy Suite 150 PMB 447. Our telephone number is (888)676-2646. If you notice that any user is violating these Terms of Use, please contact us at noblemedals@gmail.com.

Terms and Conditions of Sale

- Sale and Purchase of Goods

Noble Medals LLC ("Seller") hereby agrees to sell, and You ("Buyer") hereby agree to purchase, goods of the description and quantity described on the checkout window ("Checkout") or invoice ("Invoice") and incorporated herein by this reference ("Goods") on the terms and conditions set forth in this Agreement.

- Purchase Price

Buyer agrees to pay the Purchase Price of the Goods as posted on their Invoice.

- Payment Terms

The total amount of the Purchase Price shall be payable in full by Buyer according to the payment due date stated at Checkout. Any portion of the Purchase Price unpaid past thirty (30) days shall be considered overdue. All amounts past due are subject to a late charge of the lesser of one and one-half percent (1 1/2%) per month (being eighteen percent (18%) per annum) or the highest lawful rate. In addition, Seller shall have the right to pursue any remedies available at law or as provided herein and shall be entitled to reimbursement from Buyer for Seller's costs of collection, including attorney fees, legal fees and costs and disbursements.

- Delivery

Unless otherwise agreed in writing, delivery shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Delivery dates provided by Seller are estimates only. Seller will make reasonable efforts to deliver in accordance with such dates; however, Seller will not be liable for failure to deliver as estimated. Unless otherwise agreed in writing by Seller, Goods shall be packaged according to Seller's standards and practices.

- Limited Warranty and Refunds

Seller supplies as its sole warranty the following:

Due to the custom nature of the products we offer, all sales are final. Once an order has been placed and confirmed it may not be canceled for any reason. Noble Medals does not issue refunds, discounts, or give credits on any customized product. If our product is found to be defective, we will gladly replace it at no additional charge.

We require that you submit your written claim of defective product within 30 days of delivery. .

The warranties provided for herein shall be governed by Seller's warranty policies in effect on the date of shipment.

- 6. Disclaimer of Warranty/Limitation of Liability

Seller undertakes no responsibility for the quality of the Goods or that the Goods will be fit for any particular purpose for which Buyer may be buying the Goods, except as otherwise provided in this Agreement, and Seller disclaims all other warranties and conditions, express or implied.

SELLER (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "SELLER AFFILIATES") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, BUYER'S TIME, LOST DATA, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF SELLER OR ANY OF THE SELLER AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

IN NO EVENT SHALL SELLER OR ANY SELLER AFFILIATE BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE GOODS ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER.

SELLER DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE GOODS AND NONE OF SELLER OR ANY SELLER AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE GOODS.

- Force Majeure

Seller shall not be held responsible for any failure of performance to make timely delivery of all or any part of the Goods in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the Goods or the manufacturing facility for the Goods, the lack of or inability to obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, act of God, contingency or circumstances not subject to the reasonable control of Seller, which causes delays or hinders the manufacture or delivery of Goods. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

- General

Buyer may not assign this Agreement without Seller's written consent. Seller is the sole intended beneficiary of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to the Goods, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Seller. Any additional or altered terms attached to any order submitted by Buyer shall be null and void, unless expressly agreed to in writing by Seller. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of Virginia, without giving effect to conflicts-of-law rules; and in the event of a dispute under this Agreement; Buyer submits to the exclusive jurisdiction and venue of the courts of the Commonwealth of Virginia and hereby waives any objection to such jurisdiction and venue.

- Severability

Should a court determine that any clause of this agreement is unenforceable then that clause may be severed from this Agreement, leaving the remaining clauses in full force and effect.