

# Terms & Conditions

## Agreement to Website Terms and Conditions & Use in Compliance with Laws

These Terms and Conditions (“Terms and Conditions”) apply to the website owned and operated by EZCORP, Inc. located at <https://usapawnandjewelry.net/> (this “Website”), including any subpages or mobile websites associated with this Website. EZCORP, Inc. its operating subsidiaries are referred to as “we.” By acting, using or transacting on this Website, you agree to these Terms and Conditions. You agree to that you have read and understand these Terms and Conditions and that your use of the Website will be strictly in compliance with these Terms and Conditions and all applicable laws. You also agree to comply with the Privacy Policy as referenced below, and you agree that we have the right to change these Terms and Conditions and Privacy Policy at any time, without notice to you. Except as stated herein, these Terms and Conditions constitute the entire agreement among us and you related to this Website.

## Our Inventory

This Website lists inventory available for purchase at our retail locations at the time of listing. Our inventory is constantly changing. The availability and pricing of any item is subject to change without notice. Also, availability and pricing errors may occur.

With certain exceptions, our inventory is comprised of pre-owned goods that were obtained by us by purchase from consumers or as collateral for defaulted pawn loans. The items generally display evidence of prior use. We provide one or more photos and general description of the items listed. We encourage you to fully inspect any item at our retail locations prior to purchase. While we endeavor to accurately describe all items listed, we make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions or images (including any features, specifications, and prices). Photos are of the actual items offered for sale at our retail locations; however, we cannot guarantee that your monitor's display of any color or image will accurately reflect the actual item. The description of the item is subjective and all attributes, including weights, size, measure, color, and condition are approximate and are for convenience only. References to product names, marks or brands is for informational purposes only and do not constitute an endorsement.

### **Use of Representative Photos**

Except in our inventory listings, which are actual photos of our inventory items, we sometimes display representative photos of new merchandise on our Website in order for you to identify merchandise that may be available for purchase in our stores. These particular photos are not of actual merchandise. We sell pre-owned items in used condition.

### **Return Policy**

If you return an item to our store within 1 day of pick up and the item is in the same condition as it was at the time of pick up, with all accessories, the purchase price will be refunded to the payment mechanism used in the purchase transaction. No cash refunds.

### **Production Protection Plan**

The Product Protection Plan is an optional product we offer in exchange for a fee on many purchased items that allows you to return an item for up to 6 months from purchase. In order to be returned or exchanged, a covered item must be in the same condition in which it was purchased and all accessories present at the time of purchase must be present at the time of the return or exchange. The sales receipt must be presented at the time of return or exchange. Returns or exchange of a covered item must be made within 6 months of the date of purchase. We, in our sole discretion, determine the value of an item for like-kind replacement. Like-kind replacement is available only where we have a like-kind item in its store inventory, as determined by us in our sole discretion. Firearms, jewelry, items sold as Bulk, and items sold "AS IS" are excluded from the Product Protection Plan and are not subject to return or exchange. The program is subject to change without notice. See store Team Member for additional details.

### **Jewelry VIP Program**

The Jewelry VIP Program is an optional product we offer in exchange for a fee on jewelry purchases. The Jewelry VIP Program allows for guaranteed loan and trade up amounts on jewelry purchases, free stone replacement, and free jewelry cleaning. In order to be eligible for guaranteed loan amount and trade in value, item must be in the same condition as when it was purchased. Free stone replacement is limited to like-kind stones, as determined by us In our sole discretion, with a stone size of 5 points or less. Stones larger than 5 points are not eligible for replacement. Stone

replacement is limited to one time only, for the duration of the Program. The Jewelry VIP Program may be purchased for one year or for a lifetime. The program is subject to change without notice. See store Team Member for additional details.

### **Disclaimer**

WE MAKE NO REPRESENTATION OR WARRANTY THAT THIS WEBSITE OR ANY CONTENT, FEATURE OR TRANSACTION OF THE WEBSITE WILL BE FREE FROM DEFECTS, ERRORS OR INACCURACIES. WE MAKE NO GUARANTEE THAT THE SITE IS FREE FROM VIRUSES OR OTHER DESTRUCTIVE TRANSMISSIONS. THIS WEBSITE AND ITS CONTENT ARE DELIVERED ON AN AS-IS AND AS-AVAILABLE BASIS. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND FUNCTIONALITY. YOUR SOLE REMEDY IN THE EVENT OF DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHADISE OFFERED FOR SALE OR ON THE APPRAISAL OF ANY ITEM SUBMITTED BY YOU RELATED TO LOANS OR PURCHASES BY US. THE GOODS MADE AVAILABLE BY US FOR SALE ARE SECONDHAND GOODS. WHILE WE ENDEAVOR TO REMOVE ALL CONTENT AND IMAGES FROM ELECTRONIC MEDIA, WE MAKE NO REPRESENTATION AND WARRANTY THAT SUCH ITEMS ARE WIPED "CLEAN" AND WE EXPRESSLY DISCLAIM ALL LIABILITY ASSOCIATED WITH CONTENT ON ALL ELECTRONIC DEVICES.

### **Limitation of Liability**

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, WE AND OUR REPRESENTATIVES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE OR INABILITY TO USE THIS WEBSITE, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnity**

You agree to defend, indemnify, and hold us harmless against all losses, claims, damages, fees, costs, and expenses that we incur or become obligated to pay arising out of your use or inability to use this site or your breach of these Terms and Conditions.

## Intellectual Property

Trademarks, logos, service marks, text, photos, content, and other intellectual property appearing on this Website are our property we retain all rights with respect to their ownership and use. You agree that you will not duplicate, modify, publish, alter, disassemble, reverse engineer or create derivative works from this Website.

## Access and Security

To access this Website or to consummate certain transactions through this Website, you may be asked to provide certain registration information and/or information including your name and email address. You represent and warrant that such information is accurate. To the extent that we determine it is not accurate, we have the right to discontinue your use of this Website. Your passwords and registration information are for individual use only and you are responsible for maintaining the security of your password. You are prohibited from any attempt to violate the security of this Website. We reserve the right to investigate any attempt or perceived attempt to violate the security of this Website including providing registration information to law enforcement authorities in pursuit of such investigation of violation.

## Privacy

The EZCORP, Inc. Privacy Policy, which is found at <https://www.ezcorp.com/privacy-policy/> and may be modified from time to time, applies to use of this Website and is incorporated into these Terms and Conditions by reference.

## Third-Party Websites and Content

The Website may contain links to other websites ("Third-Party Websites") and other content or items belonging to or originating from Third-Party Websites. Such Third-Party Websites and their content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness. You are responsible for reviewing and understanding the applicable terms and policies, including privacy practices, of any Third-Party Websites linked from this Website.

## Miscellaneous

The laws of the State of Texas apply to these Terms and Conditions and your agreement to them. Any controversy arising out of your use of this Website shall be brought solely in state or federal courts located in Travis County, Texas and you consent to jurisdiction of those courts. If any part of these Terms and Conditions are deemed unlawful or unenforceable, that part will be deemed severable and will not impact the enforceability of the remaining Terms and Conditions. No waiver of breach by us of these Terms and Conditions shall be deemed to be a waiver of a preceding or subsequent breach.

## Contact Us

If you have any questions contact us at [customerservice@ezcorp.com](mailto:customerservice@ezcorp.com). Also, we welcome any feedback on your experience with us.

Rev. May 2021