



TERMS AND CONDITIONS

Terms And Conditions of sale – www.orbitcapgroup.com (the website).

This website is owned and operated by ORBIT CAPITAL GROUP LTD, Bulgaria Company registration number 204987000 (The company).

Please read this agreement carefully before using the orbitcapgroup.com (The websites). The agreement represents the terms and conditions for using and placing orders on the websites. Use of the websites indicates that you have both read and accepted the terms and conditions as stated below. We reserve the right to update our terms and conditions without prior notification. If indoubt, please check this page regularly for revisions.

The company reserves the right to change the terms and conditions withoutnotice.

1. Use Of The Websites

1.1 We may change, suspend or discontinue the websites or the provision of products under the websites at any time, including the availability of any feature, database, or content including storage facilities with 90 days writtennotice to existing clients.

1.2 You are responsible for obtaining and maintaining any equipment orancillary services required to connect to, access or otherwise use the website,including, without limitation, modems, hardware, software, and long distance orlocal telephone service(s).

2. Account Registration

2.1 In order to use the websites, to place orders and to receive products viathe website, you must:

Be at least 18 years of age.

Provide information as requested in accordance with anti money laundering and KYC (Know Your Client) regulations.

Typically, the KYC information required consists of the completion of an AML(Anti Money Laundering) for, providing copies of national identity documentsand a utility bill for all beneficial owners. At the sole discretion of thecompany, a detailed source of funds statement may be requested.

2.2 Information provided during the account signup procedure must be accurateand complete. Should there be any changes to your personal information, werequire notification within 14 working days.

3. Prices and Payment

3.1 The websites use a live pricing system provided by orbitcapgroup.com; all prices quoted on the site are subject to market change. When you confirm your order through our website, you are contractually obligated to complete the sale. In the event that there is an error in the pricing data provided by orbitcapgroup.com, incorrect pricing or software malfunction we reserve the right to either offer a re-quote or cancel the order. Payment for all orders is required within two business days. If payment is not received within this time scale, orders may be subject to re-quote or cancellation and reimbursement.

3.2 Goods will not be released or dispatched until the company is in receipt of full payment of cleared funds via bank transfer.

4. Order Process

4.1 Orders may only be placed through the website directly – We do not accept orders over the telephone.

4.2 Details provided with each order must be accurate and correct.

4.3 All orders will be confirmed by email within a few minutes of being placed.

4.4 The Website uses a Euro currency feed and all orders are converted into Euro on the day that the order is placed. The Company does not hedge foreign exchange rates for its clients and is not responsible for currency fluctuations. In the event of order cancellation, the value of the net refund due is calculated using the Euro that was applied to calculate the conversion on the day that the order was placed.

4.5 Your order is an offer to purchase bullion from us, which is subject to our acceptance. We reserve the right to cancel any order where payment has not been received within two working days.

4.6 All orders are subject to verification, payment and stock / market availability.

4.7 If the products ordered are not available, you will be notified by the company via email using the contact details you have provided and you will have the option either to:

- (i) Wait until the products are available from stock.
- (ii) Request different items of the same value (at time of order)
- (iii) cancel your order without penalty.

5. Delivery

5.1 Delivery will be made to the address specified by you when you place your order. We cannot deliver to P.O Box addresses. Orders are dispatched on working days only between Monday and Thursday. Due to restrictions imposed by our shipping insurance policy, we do not dispatch goods on or the day before public holidays or weekends. Goods will not be released until full payment is received.

5.2 The delivery fee applicable to your specific order will be set out clearly in the checkout process.

5.3 When goods are shipped, we will provide information via email within one business day. It is up to the buyer to ensure that they are present at the address for the delivery and to sign for the goods in person. Claims arising from packages being signed for by an individual unknown to the buyer or other circumstances involving any other third party at the delivery address are at the buyers' risk. Please note that all parcels that are refused and returned to the sender are done so at the buyer's risk.

5.4 International shipments may be subject to inspection by local customs or the carrier. We cannot guarantee that 'sealed' items will be delivered 'sealed' as they may be opened for inspection. Items opened for inspection by customs officials will be resealed with official 'customs' tape.

5.5 All shipments must be visually inspected prior to acceptance. If a package appears to have been opened or damaged in transit, it should not be accepted unless it has been officially opened and resealed by a government or customs agency. Claims of short counts or items missing from packages which arrive damaged or opened will not be entertained. Prior to dispatch, the contents of all packages are verified by at least two members of staff.

5.6 In the event that a shipment is refused by the recipient or undeliverable at the designated address, the client is responsible for all return shipping costs and associated customs clearance fees. Return shipping fees are usually no less than 100 Euro or currency equivalent.

6. Storage

6.1 ORBIT CAPITAL GROUP LTD offers physical bullion storage for clients wishing to store their purchase(s) securely. The bullion may be stored, shipped or sold back to the company by using the 'My Vault' facility. Shipment of bullion is subject to accounts being in good standing. Vault orders will not be released if funds are outstanding for storage, shipping or other open orders. Items may be sold back to ORBIT CAPITAL GROUP LTD from storage. Please note that funds will only be wired to the account that they originated from.

6.2 All bullion in storage is insured against theft and damage as a result of fire, flooding or explosion only.

7. Cancellation

7.1. We reserve the right to cancel any order at our sole discretion.

7.2 The right for the buyer to cancel under the Distance Selling regulations (where applicable) does not apply because the goods we supply are dependent on fluctuations in the financial market and are therefore exempt from the right to cancel. Clients will be liable to a cancellation fee of 100 Euro and any market price difference in the underlying commodity in case of default.

7.3 If the client cancels or defaults on an order without the express permission of the company it shall render the account delinquent.

8. Privacy Policy

8.1 We will not use the personal data which you provide to us other than in accordance with our Privacy Policy which can be accessed by clicking on the hyperlink at the bottom of every page of the website.

9. Liability Of Market Information and availability of the websites:

9.1 Your use of the websites is at your sole risk. The content is provided to you as is without any warranties included, expressed or implied. We disclaim all warranties, including any warranties of merchantability, non-infringement and use for particular purpose. In particular, we make no warranty that the content of the website is error-free and timely with all updates.

9.2 We will not be liable for damages of any kind, including those resulting in the use of the inability of the use of the websites, from goods or services acquired from the websites or from any content posted on the websites by user anyone else. We will not be liable for any indirect, incidental, consequential, special or punitive damages of any kind, including, but not limited to, damages for loss of profits, use, data or other intangibles, even if we have been advised of such possibility of damages.

10. Contact

10.1. If you have any queries please contact us support@orbitcapgroup.com

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9.2 We will not be liable for damages of any kind, including those resulting in the use of the inability of the use of the websites, from goods or services acquired from the websites or from any content posted on the websites by user anyone else. We will not be liable for any indirect, incidental, consequential, special or punitive damages of any kind, including, but not limited to, damages for loss of profits, use, data or other intangibles, even if we have been advised of such possibility of damages.

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