

Terms and Conditions

In the terms and conditions set forth below (the "Terms and Conditions"), the terms "you" and "your" refer to, as applicable, (i) the person or persons sending a watch or other item or items containing gold, platinum, silver, titanium, other precious metals, gemstones (including but not limited to diamonds, rubies, sapphires and emeralds), or any combination thereof (hereinafter referred to as "Merchandise") to 2550337 Ontario Ltd. o/a WatchCash ("WatchCash") for sale to, and purchase by, WatchCash (each such purchase transaction hereinafter referred to as "Transaction"). "We," "our," and "us" refer to WatchCash and its successors and assigns.

These Terms and Conditions are binding on every WatchCash customer and shall apply to all business dealings between you and WatchCash, including, but not limited to, your use of www.watchcash.com (the "Site"), the Transaction, and any other services provided to you by WatchCash. You hereby make representations and warranties to WatchCash (regardless of whether a Transaction is consummated) and agree to the terms and conditions, in each case as set forth in this Terms and Conditions, by your use of the Site and/or by sending Merchandise to WatchCash.

Terms Applicable to the Purchase of Merchandise

The following terms and conditions govern any Transaction relating to the purchase, or attempted purchase, of Merchandise by WatchCash.

Ownership of Merchandise

If you are attempting to sell Merchandise, you hereby represent and warrant to WatchCash that (i) you are at least eighteen (18) years of age; (ii) you have good and marketable title to the Merchandise; (iii) you have full authority to sell, transfer, and convey the Merchandise; (iv) you are the legal and equitable owner of any and all Merchandise offered to be sold to WatchCash; (v) you are acting on your own behalf, and not as another's agent or representative; (vi) the Merchandise is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever; (vii) you will NOT send in materials containing the following: arsenic, beryllium, bismuth, cadmium, mercury, nickel, lead, antimony, selenium, tin, tellurium or any other harmful, toxic, or poisonous elements; (viii) the Merchandise is not from, or the result of, illegal activity, including theft or fraud; (ix) any transaction initiated by you will not cause WatchCash to be in violation of any applicable provincial or federal law of Canada; and (x) WatchCash reserves the right and you hereby agree to provide additional documentation and/or information concerning yourself and/or any Merchandise, including all documentation or information necessary for WatchCash to comply with local, provincial and federal law (which includes WatchCash reporting all Merchandise received to the proper authorities as required by applicable law.)

Ownership of Merchandise

You hereby agree that any description of the Merchandise that you provide to us, whether on the packing slip included in the shipping materials provided by, or paid for, by us ("Shipping Package") or otherwise, will be true, complete, and accurate at the time you submit such description to us. If we determine, in our sole discretion, that there are significant discrepancies between the Merchandise as described by you and the Merchandise we receive, or if no description of the Merchandise was included in the Shipping Package,

we may suspend or terminate the Transaction without notice to you. Notwithstanding anything in these Terms and Conditions to the contrary, in the event that we terminate the Transaction because the Merchandise shipped by you is determined by WatchCash, in our sole discretion, to have an altered/mutilated serial number or to be a counterfeit or a replica copy, we will notify you in writing and will ship your Merchandise to you, at your cost, within 5 business days of our receipt of your shipping instructions and payment (if a valid account number with the designated shipper is not provided); provided, however, that you hereby agree that WatchCash may dispose of the Merchandise if we do not receive shipping instructions and payment for all shipping costs from you within 30 days of the date on which WatchCash sends you written notice that the Transaction has been terminated.

In the event that WatchCash terminates the Transaction for any other breach of the representations and warranties made by you in connection with your description of the Merchandise, WatchCash will ship your Merchandise to you within 5 business days at our cost by the shipping method of our choosing, and you agree that we will only be responsible for insuring the value of your Merchandise up to \$100.

Inbound Shipping

If you send us the Merchandise using a Shipping Package we will purchase insurance to cover your Merchandise in the event it is lost damaged for the mid-range value of our quote, once it is processed by the national courier selected by us to ship the Shipping Package (the "Shipper"). In the event that your package is lost we will require that you: provide proof of shipping receipt, provide receipt of proof that goods are lost, and file a claim within 30 days of loss. In the event your package is damaged we will require that you: provide proof of shipping receipt, provide receipt of proof that goods are damaged, demonstrate that the package was not damaged prior to shipping, and file a claim within 30 days of loss. If you believe that you need additional coverage, then it is your responsibility to contact us so that we can provide such additional coverage at your expense before sending us your Merchandise.

We will be responsible for all shipping materials, and for paying for the shipping of the Merchandise as well as any other costs such as but not limited to duties, VAT, etc. You are required to show proof of purchase of shipping material if the cost exceeds \$10.00.

Notwithstanding the foregoing, you shall bear the risk of loss with respect to all Merchandise until such Merchandise is actually received by WatchCash.

Receipt of Merchandise

We videotape the opening and the contents of each package of Merchandise we receive. We will retain the video for ten (10) days after we receive your Merchandise. You may make arrangements with us to order a copy of the video for an additional fee. We reserve the right, at our sole discretion and without notice to you, to reject any inbound package, including any Merchandise not shipped via a Shipping Package. For purposes of these Terms and Conditions, any inbound package that we reject will not be deemed to have been "received" by us.

Determining Our Offer

We will determine our estimate of the value of your Merchandise using factors that we deem to be appropriate. In order to value your Merchandise, we may need to open the watch and remove gemstones and other items from the watch. You hereby authorize us to open the watch, remove gemstones and other items from the watch, and take such other actions as we deem reasonably necessary to accurately value your Merchandise.

Accepting or Rejecting Our Offer

You may accept the Offer by replying to the email containing the Offer Notice (the "Offer Notice"), as instructed in the Offer Notice, within forty eight (48) hours after we send you the Offer Notice. If you decline the Offer within the time frame set forth above, and do not authorize us to hold your Merchandise for a longer period in order to make you another offer, we will ship your Merchandise to you at the address indicated in our records within 5 business days at no cost to you, and will insure your Merchandise for full value of the Offer.

All Quotes are valid for 48 hours but can be extended at the sole discretion of WatchCash.

Payment for Your Merchandise

Payment to you for your Merchandise will be less any fees owed to WatchCash as stated in the Offer (the "Purchase Price"), via the method of payment you previously selected at the address you provided on your package that you sent to us within five (5) business days of your acceptance of the Offer. We will issue payment for the Merchandise in the amount stated in the Offer, plus any fees associated with shipping materials. You are required to show proof of purchase of shipping material if the cost exceeds \$10.00. Alternatively, if you did not previously select a method of payment on your package, then payment of the Purchase Price shall be made via WatchCash cheque by a national courier of our choice and mailed to you at the address listed in our records within five (5) business days of your acceptance of the Offer.

ALL SALES FINAL

ALL SALES ARE FINAL. NO REFUNDS, RETURNS OR CREDITS ARE PERMITTED.

If you have elected to receive the Purchase Price by cheque, PayPal or wire transfer, the transaction is final once WatchCash has sent a payment to the address you provided.

Returned Merchandise

In the event that your Merchandise is returned to you in accordance with these Terms and Conditions, we will ship your Merchandise to you at your address as it appears in our records via the shipping method of our choosing, at our expense, and will purchase insurance coverage through the Shipper for the Merchandise for the full value of the rejected Offer.

If a package containing your Merchandise is lost in transit while being returned to you in accordance with these Terms and Conditions, we will file a claim with the Shipper and pay you the full amount received by us from the Shipper.

Terms Applicable to All Transactions

Your Account

If you establish an account on the Site, you are responsible for maintaining the confidentiality of your account, password and for restricting access to your computer. Furthermore you agree to accept responsibility for all activities that occur under your account or password.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Rules Governing Your Use of the Site

You are entirely responsible for any harm resulting from your use of the Site. WatchCash does not warrant that the function or operation of the Site will be error free, that the Site or the server that makes it available will be free of viruses or other harmful elements. As a user, you assume full responsibility for any costs, expenses, losses, or damages incurred by you in connection, resulting from, or arising out of the use of the Site.

You represent and warrant that: (i) you will not use the Site for any unauthorized purpose including collecting user names and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications; (ii) you will not access the Site through the use of scripts, bots or other automated means; (iii) you will not access the Site through any means other than through the interface that we provide to you or engage in unauthorized framing of, or linking to, the Site unless otherwise specifically authorized by us in a separate written agreement; (iv) you will not transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site, including, without limitation, hacking into the Site; (v) you will not impersonate any other person or entity, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity; (vi) you will not circumvent, disable or otherwise interfere with security related features of the Site or features that prevent or restrict use or copying of any Intellectual Property (as defined in "Our Intellectual Property Rights" below) or enforce limitations on use of the Site or the Materials on the Site; and (vii) you will not cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners, advertisements or anything else that minimizes, covers or inhibits the full display of the Site.

Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on the Site is not accurate, complete or current. The material on the Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on the Site is at your own risk.

Our Intellectual Property Rights

The Site, all materials on the Site, including, but not limited to the logos, sales copy, images, navigational aids, illustrations, and all of such items that are provided to you in tangible form (the "Intellectual Property"), are owned by and the property of us or our affiliates and licensors and are protected from unauthorized use, distribution and copying by Canada trademark law and copyright law. In order to use any Intellectual Property, you must obtain our written consent prior to your use. We reserve all rights not expressly granted by these Terms and Conditions.

Electronic Signature

FOR PURPOSES OF THE TRANSACTION, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, RECEIPT OF NOTICES BY E-MAIL, USE OF ELECTRONIC CONTRACTS, AND TO ACCEPT THESE TERMS AND CONDITIONS BY ELECTRONIC MEANS.

YOU AGREE THAT CLICKING THE SUBMIT BOX AT THE END OF THE WATCHCASH GET STARTED FORM CONSTITUTES YOUR ELECTRONIC SIGNATURE IN ACCORDANCE WITH THE ELECTRONIC COMMERCE ACT, 2000, S.O. 2000, C. 17.

Limitation of Liability

IN ALL EVENTS THROUGHOUT THESE TERMS AND CONDITIONS, YOU AGREE THAT THE LEGAL LIMIT OF OUR LIABILITY TO YOU FOR ANY CLAIMS OR ACTIONS FOR LOST, DAMAGED, OR DESTROYED MERCHANDISE THAT YOU SENT TO US SHALL NOT EXCEED THE LESSER OF OUR OFFER TO YOU OR THE INSURED VALUE OF THE MERCHANDISE DURING SHIPPING.

NOTWITHSTANDING THE FOREGOING, IF THE MERCHANDISE WE RECEIVE FROM YOU (I) IS MATERIALLY DIFFERENT FROM THE DESCRIPTION OF THE MERCHANDISE YOU PROVIDED TO US, (II) HAS AN ALTERED OR MUTILATED SERIAL NUMBER, OR (III) IS A COUNTERFEIT OR A REPLICA COPY, THEN THE LEGAL LIMIT OF OUR LIABILITY TO YOU FOR ANY CLAIMS OR ACTIONS FOR LOST, DAMAGED, OR DESTROYED MERCHANDISE THAT YOU SENT TO US SHALL NOT EXCEED \$100.00 WITH RESPECT TO SUCH MERCHANDISE.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR (a) INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECULATIVE, OR PUNITIVE DAMAGES, OR LOSS OF PROFIT OR OPPORTUNITY; OR (b) ANY CLAIMS, DEMANDS, OR ACTIONS FOR ANY SUBROGATION CLAIM BROUGHT BY YOUR INSURANCE CARRIER, IN EACH CASE RELATING TO ANY TRANSACTIONS, THE MERCHANDISE OR THE SITE, AND YOU EXPRESSLY AND SPECIFICALLY WAIVE ANY SUBROGATION CLAIM ON YOUR BEHALF AS WELL AS ON BEHALF OF YOUR INSURANCE CARRIER.

Miscellaneous

You hereby acknowledge and agree that you provided to us the email address, physical address, and telephone numbers that are in our records, and it is your responsibility to provide us with any current or updated contact information. You further acknowledge and agree that: any email message that we send to you is deemed to have been effectively received by you and constitutes due notice to you by email. In the event of any strike, disruption of service, or any other problems that we might encounter with Shipper, we reserve the right in our discretion to replace Shipper with another shipping carrier.

These Terms and Conditions are subject to change and will be updated on the Site.

WatchCash is licensed to do business in the Province of Ontario, Canada and is governed by the laws of the Province of Ontario, Canada.

Binding Arbitration

YOU EXPRESSLY AGREE THAT ANY CLAIMS, LAWSUITS, ACTIONS, DISPUTES, CONTROVERSIES OR OTHER MATTERS AGAINST WATCHCASH ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR BREACH THEREOF SHALL BE SETTLED SOLELY AND EXCLUSIVELY VIA BINDING ARBITRATION.

A single arbitrator shall conduct any matter referred to arbitration pursuant to this Terms and Conditions, together with the Customer Agreement and the Privacy Policy. The arbitrator shall be appointed by agreement between the parties or, in default of such agreement, such arbitrator shall be appointed by a Judge of the Superior Court of Justice sitting in Toronto, upon the application of any of the parties and such judge shall be entitled to act as such arbitrator, if he or she so desires. The arbitration shall be held in the City of Toronto. The procedure to be followed shall be agreed to by the parties or, in default of such agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions **of the Arbitration Act, 1991 (Ontario). The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall have the power to award costs of the arbitration. The arbitration award shall be in writing and shall be final and binding on the parties and no appeal shall lie therefrom.**

Severability

In the event that any provision hereof is declared to be illegal, invalid or unenforceable by a court of competent jurisdiction or other legal process or decree, such declaration shall have effect only with respect to the provision specifically declared illegal, invalid or unenforceable and the balance of these Terms and Conditions shall remain in full force and effect in accordance with its terms.

The failure of a party to enforce any applicable provision of these Terms and Conditions, or to require at any time performance by the other party of any provision or obligation hereof, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of these Terms and Conditions or any part hereof, or the right of such waiving party.

Entire Agreement

These Terms and Conditions, together with the Customer Agreement and Privacy Policy, contain the entire agreement by and between the parties and supersedes any and all other agreements, negotiations and discussions, either written or oral, between the parties relating in any way to the Merchandise or Transaction. Each party expressly acknowledges and agrees that no representations, inducements, promises, and/or agreements, orally or otherwise, have been made by any party that are not explicitly set forth in these Terms and Condition, together with the Customer Agreement and Privacy Policy, and that any agreement, statement and/or promise not contained herein is void and unenforceable.

Binding Effect and Enurement

This Terms and Conditions, together with the Customer Agreement and the Privacy Policy, shall be binding upon, and inure to the benefit of, each of the parties hereto, as well as their respective permitted successors, assigns, heirs, estates, and executors.



Privacy Policy

The www.watchcash.com is operated by 2550337 Ontario Ltd. o/a WatchCash ("WatchCash," "we," "our" or "us"). This Privacy Policy applies to the Site and any other website offered by WatchCash, which references or links to this Privacy Policy (each a "Site" and together the "Sites"), and which may include our sites entered via tabs or portals accessible via Twitter®, Facebook® or other social sharing sites. This Privacy Policy is to inform you about the information that we may gather about you. This Privacy Policy does not alter the terms of any other agreement that you may have with us or our affiliates.

Personal Information We Collect and How We Use It

We collect and use your personal information for a variety of business purposes, including to provide the services that you request, to communicate with you about them, and to do all things necessary to administer our Sites, services, and manage, protect and improve them.

"Personal information" is data that can be used to uniquely identify or contact an individual. There are a few ways in which you may explicitly and intentionally provide us with, and consent to our collection of, certain personal information.

We may use links throughout a Site to provide you with the opportunity to contact us to ask questions, request information, materials, services or provide comments and suggestions. In order to fulfill your request, we will collect your name, address, phone number and email. You may also be offered the opportunity to have one of our representatives contact you personally to provide additional information about our services.

By initiating any activity or transaction with us that uses financial information, you consent to providing your financial information to us and our service providers processing the transaction to the extent required to provide the payment services to you.

Information We Receive from Third Parties

We may receive information about you (including personal information) from third parties. For example, if you are on another website and you opt-in to receive information from WatchCash, that website will forward to us your email address and other information about you so that we may contact you as requested. You may also choose to participate in a third party application or feature (such as one of our pages on Facebook or Twitter or another social platform or website) through which you allow us to collect (or the third party to share) information about you, including personal information. In addition, we may receive information about you if other users of a third party website give us access to their profiles and you are one of their "connections" or information about you is otherwise accessible through your "connections" web page, profile page, or similar page on a social networking or other third party website or interactive service.

We may also supplement the information we collect about you through the Sites with outside records from third parties in order to enhance our ability to serve you, to tailor our content to you and to offer you opportunities to purchase services that we believe may be of interest to you. We may combine the information we receive from these third parties with information we collect through the Sites. In those cases, we will apply this Privacy Policy to any personal information received, unless we have disclosed otherwise.

Information We Receive from Third Parties

Whenever you visit or interact with a Site, we, as well as our service providers and any third-party advertisers, may use assorted technologies that automatically or passively collect information about how a Site is accessed and used. We refer to this information as traffic data. Traffic data may include, but is not limited to, browser type, device type used to access the Site (i.e., computer or mobile device), unique number assigned to identify such device, operating system, application version, click path taken through the Site, your use of features or applications on a Site, and other publicly available information (including sites visited before and after a Site).

information helps us improve our Sites and services. Traffic data is generally non-identifying, but if we associate it with you as an identifiable person, we will treat it as personal information.

Technologies we use on the Sites to collect traffic data, include but are not limited to: cookies (data files placed on your computer or other devices used to access a Site), mobile analytics software and pixel tags (transparent graphic image, sometimes called a web beacon or tracking beacon, placed on a web page or in an email, which indicates that a page or email has been viewed). Cookies may also be used to associate you with social sharing sites like Facebook and Twitter and, if you so choose, to enable interaction between your activities on our Sites and your activities on such social sharing sites. We, or our vendors, may place cookies or similar files on your computer or other devices used to access a Site for security purposes, to facilitate Site navigation and to personalize your experience while visiting our Sites (such as allowing us to select which content is most likely to appeal to you based on your location). A pixel tag may tell your browser to get content from another server. To manage your cookies, please refer to your browser's help menu or other instructions related to your browser. If you do disable or opt out of receiving cookies, please be aware that some features and services on our Sites may not work as intended and you may not have access to all of the services and features we may offer.

Tracking

Unless your browser settings are configured to make your online activities and publicly available information about your online activities (such as traffic data described above) invisible to usage analytics tools, we do not presently have the capability to omit you from usage analytics to the extent your browser only sends us a "do not track" message and does not otherwise screen you from tracking without any action on our part. Please note, however, that our honoring a do not track request from your browser does not affect personal information that you have, or will in the future, submit to us.

Third parties, other than our vendors (such as our website analytics provider), do not have authorization from us to track which websites you visited prior and after visiting our website. That said, we cannot control third party tracking and there may be some third party tracking over time and across third-party websites that occurs without our knowledge or consent.

Information We Share with Others

We may use or disclose your personal information and other information we collect to our employees and affiliates (including potential third-party purchasers of any items sent to us), to protect the security and integrity of our Sites, to correct technical problems and malfunctions on our Sites, to technically process your information, to provide services or to take precautions against liability. We also may provide your personal information to vendors who provide services on our behalf, to your company or organization if you use our services under a corporate or other commercial account, and in connection with any services you purchase from us, to your credit card issuer, credit reporting and fraud checking agencies as necessary, and to debt collection agencies if you fail to pay monies owed to us or our affiliates. If you request services via a mobile device, your request will be transmitted via your mobile carrier's network and your carrier may have access to it. Consult your carrier's privacy policy for additional information.

We reserve the right to transfer any information we have about you in connection with a sale, merger, consolidation, change in control, transfer of assets, reorganization or liquidation of our business. We reserve the right to disclose any personal information as needed if that information is requested by law enforcement agencies or if we are required to do so by law, treaty, regulation, subpoena, court order, or by a government entity. We also may disclose your personal information to third parties if we have reason to believe that disclosing such information is necessary to conduct investigations of possible breaches of law, to cooperate in any legal investigation, or to identify, contact, or bring legal action against someone who may be violating our Terms and Conditions or any other agreement with us.

Links

Our Sites may contain links to other sites. We are not responsible for the privacy practices or content of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each website to which we may link that may collect personal information.

Social Media

If you respond through a blog forum or other social sharing feature or public interactive area on a Site, you should be aware that any personal and other information you submit there can be read, collected, or used by other users of the Site, and could be used to send you unsolicited messages. We are not responsible for the information you choose to make public in such manner. You are also responsible for using such public forums, including any Sites accessed through a third-party social networking platform like Facebook or Twitter, in a manner consistent with the privacy policy and other terms and conditions applicable to such platform.

You may log in to the Site using certain social network credentials. If you create an account using your login/ID from a third-party platform, like Facebook®, WatchCash may use your login credentials to access and collect information as permitted by your privacy settings on that third-party platform to create your account with WatchCash. To manage the sharing of certain personal information with us when you connect with us through social networking platforms or applications refer to the privacy policy and settings of the social networking website or application. By proceeding through any of the above steps, you grant WatchCash permission to access all of the elements of your social network profile information that you have made available to be shared and to use it in accordance with the social network's terms of use and this Privacy Policy.

Policy Changes; Contact

WatchCash reserves the right to modify this Privacy Policy without prior notice. Use of a Site following such changes constitutes your acceptance of the revised policy then in effect. In the event we make material changes to this Privacy Policy, we may summarize them in this section.

All customers must use a physical address for a return address. WatchCash does not accept the use of a PO Box as a return address.

Please note that if your watch is vintage and needs an abundant amount of parts, in WatchCash sole discretion, we may return your timepiece to you. Also note that if we determine that your watch is a replica, in WatchCash sole discretion, we will inform you of this fact and will require you to send us a FedEx shipping label so that we can send your watch back to you.

Your time is money

Owned and operated by 2550337 Ontario Ltd

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