

Terms and Conditions

Last modified: July 23, 2026

These Terms and Conditions (“Terms”) govern your access to and use of the website located at hitvault.co and the online auction platform operated by Hit Vault LLC (“Hit Vault,” “we,” “us,” or “our”), including all auction listings, account services, payment processes, consignment-related services, content, tools, and related services offered through the platform (collectively, the “Platform”).

Please read these Terms carefully. These Terms include provisions that affect your rights, including final-sale terms, disclaimers of warranties, limitations of liability, indemnification obligations, an exclusive venue provision, a class action waiver, and a jury trial waiver.

1. Acceptance of Terms

1.1 Agreement to Terms. By accessing or using the Platform, creating an account, placing a bid, making a purchase, consigning an item, submitting information to Hit Vault, or otherwise using any Hit Vault service, you agree to be bound by these Terms.

1.2 Incorporated Policies. These Terms incorporate by reference Hit Vault’s Auction Rules, Refund Policy, Privacy Policy, and any lot-specific or auction-specific terms posted on the Platform.

1.3 Order of Priority. If there is any conflict between these Terms and any other Hit Vault policy, these Terms control, except that the Privacy Policy controls with respect to the collection, use, disclosure, retention, and protection of personal information. If a lot listing expressly states terms that apply only to that lot, those lot-specific terms control for that lot.

1.4 Business Users. If you use the Platform on behalf of a company, entity, or other organization, you represent that you have authority to bind that organization to these Terms. In that case, “you” includes both you and the organization.

1.5 Changes to Terms. Hit Vault may update these Terms at any time by posting a revised version on the Platform. Changes are effective when posted unless otherwise stated. Your continued use of the Platform after changes become effective constitutes acceptance of the revised Terms.

2. About Hit Vault

2.1 Company Information. Hit Vault LLC is a Texas limited liability company with its principal office at:

Hit Vault LLC
18756 Stone Oak Parkway, Suite 200
San Antonio, Texas 78258

2.2 Platform Model. Hit Vault operates an online platform for the sale of collectible trading cards through timed online auctions. Hit Vault may sell consigned items on behalf of Consignors, items owned by Hit Vault, and other products or programs expressly offered by Hit Vault through the

Platform, including fixed-price mystery boxes and any guarantee program described in these Terms or in a separate written agreement.

2.3 Consignment Model. Some items sold through the Platform are consigned to Hit Vault by third-party owners (“Consignors”). For consigned items, Hit Vault receives, inspects, photographs, catalogs, stores, markets, and auctions the items on behalf of Consignors, subject to Hit Vault’s agreement with the applicable Consignor.

2.4 Seller of Record. Hit Vault is the seller of record for transactions conducted through the Platform, including sales of consigned items. Buyers pay Hit Vault for items purchased through the Platform.

2.5 Agent of Payee. For consigned items, each Consignor appoints Hit Vault as its agent for the purpose of collecting payment from buyers. A buyer’s payment to Hit Vault for a consigned item satisfies the buyer’s payment obligation for that item. Hit Vault remits proceeds to the Consignor after deducting applicable fees, subject to the applicable consignment agreement.

2.6 No Escrow or Wallet. Hit Vault does not operate an escrow service, stored-value account, digital wallet, or user-to-user payment transfer service. Funds received by Hit Vault are received in connection with transactions conducted through the Platform.

2.7 No Live Auctioneer. Hit Vault conducts timed online auctions only. Hit Vault does not conduct live bid-calling, in-person bidding, or live auctioneer-led auctions.

2.8 Company-Owned Inventory. Hit Vault may purchase certain items for its own inventory and resell those items through the Platform. When Hit Vault sells items from its own inventory, Hit Vault acts as the direct seller of those items.

2.9 Mystery Boxes. Hit Vault may offer mystery boxes or similar fixed-price products. Mystery boxes are sold as merchandise at a fixed price and are not auctions, raffles, lotteries, sweepstakes, or games of chance. Each mystery box will include trading card merchandise with at least the minimum value disclosed in the applicable listing. Mystery boxes must not be described as a ticket, raffle, entry, chance to win, or similar chance-based product.

2.10 Guarantee Program. Hit Vault may offer a guarantee program for certain consigned items if expressly agreed in writing with the applicable Consignor. Unless otherwise stated in the applicable agreement, if the item is not sold by the end of the stated guarantee period and all conditions of the guarantee program are satisfied, Hit Vault will purchase the item at the guaranteed price. If the guarantee is triggered and Hit Vault purchases the item, title to the item passes to Hit Vault and the item becomes Hit Vault inventory.

3. Eligibility and Account Registration

3.1 Age Requirement. You must be at least 18 years old and capable of forming a legally binding contract to use the Platform.

3.2 Account Required. You must create an account to place bids, make purchases, consign items, or access certain Platform features.

3.3 Accurate Information. You agree to provide true, accurate, current, and complete information and to keep your account information updated.

3.4 Account Security. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account. You must promptly notify Hit Vault at info@hitvault.co if you suspect unauthorized access to your account.

3.5 Account Restrictions. You may not:

- (a) create or use more than one account without Hit Vault's prior approval;
- (b) transfer your account to another person;
- (c) share your login credentials;
- (d) use another person's account;
- (e) provide false or misleading account information; or
- (f) use the Platform if Hit Vault has suspended or terminated your account.

3.6 Account Suspension or Termination. Hit Vault may suspend, restrict, or terminate your account or access to the Platform at any time if Hit Vault determines that your account or activity presents legal, fraud, payment, compliance, operational, or marketplace-integrity concerns.

4. User Conduct

4.1 Permitted Use. You may use the Platform only for lawful purposes and in accordance with these Terms.

4.2 Prohibited Conduct. You agree that you will not:

- (a) violate any applicable law, regulation, rule, or third-party right;
- (b) provide false, inaccurate, incomplete, or misleading information;
- (c) engage in shill bidding, collusive bidding, bid manipulation, or fraudulent activity;
- (d) bid on an item that you consigned;
- (e) ask, authorize, or encourage another person to bid on your consigned item;
- (f) interfere with or disrupt the Platform;
- (g) use bots, scrapers, spiders, data mining tools, or other automated means to access the Platform without Hit Vault's prior written consent;
- (h) bypass or attempt to bypass any security, authentication, fraud-prevention, or access-control feature;
- (i) collect or use information about other users without consent;
- (j) use the Platform to solicit or complete transactions outside Hit Vault;
- (k) infringe or misappropriate Hit Vault's or any third party's intellectual property rights;

- (l) upload or transmit viruses, malware, or harmful code; or
- (m) use the Platform for unlawful payments, fraud, sanctions violations, or other illegal activity; or
- (n) create or use multiple accounts to evade suspensions, limits, or bidding restrictions.

4.3 Hit Vault Remedies. If Hit Vault determines that you violated these Terms or any Hit Vault policy, Hit Vault may cancel bids, cancel transactions, suspend or terminate your account, withhold shipment or payout, refuse future participation, and pursue any other remedy available at law or in equity.

5. Auction Rules and Conditions of Sale

5.1 Timed Auctions. Items listed for auction will have a defined start time and end time. The highest qualified bid at the close of the auction wins, subject to any reserve price, payment verification, fraud review, compliance review, or other review by Hit Vault.

5.2 Auction Categories. Hit Vault may offer auction categories, including Daily Auctions, Weekly Auctions, and Monthly Premier Auctions. Hit Vault may assign any item to any auction category based on its assessment of value, quality, market demand, timing, and sales strategy.

5.3 Registration to Bid. To bid, you must have an active account and a valid payment method on file unless Hit Vault approves another payment arrangement.

5.4 Binding Bids. All bids are binding. By placing a bid, you agree to purchase the item at the bid amount, plus applicable buyer's premium, taxes, shipping, handling, insurance, and other applicable charges, if you are the winning bidder. Bidding on the Platform is manual; the Platform does not offer automatic or proxy bidding. Each bid must exceed the current high bid by at least the minimum increment displayed on the Platform, as described in the Auction Rules.

5.5 No Bid Retractions. You may not retract, cancel, or modify a bid after submission unless Hit Vault approves the change in its sole discretion.

5.6 Winning Bidder. The highest qualified bid at the close of the auction wins. In the event of identical bids, the earliest bid received by Hit Vault's system controls.

5.7 Hit Vault Records Control. Hit Vault's system records, including bid history, timestamps, transaction records, payment records, and account records, are the final and binding record of all auction and Platform activity.

5.8 Bidding Errors and Platform Errors. Hit Vault has discretion to address bidding errors, listing errors, technical errors, payment errors, suspected fraud, or other irregularities. Hit Vault may reject bids, cancel bids, reopen bidding, cancel a sale, relist an item, or take other action Hit Vault determines appropriate to protect the integrity of the Platform. Hit Vault is not responsible for bids that are not received, registered, or executed due to internet connectivity failures, device issues, system delays, outages, or other technical problems, and bid and auction information displayed on the Platform may be subject to delay.

5.9 Reserve Prices. Certain items may have a reserve price. If bidding does not meet the reserve price by the close of the auction, the item will not be sold and may be relisted.

5.10 Auction Changes. Hit Vault may extend, postpone, suspend, cancel, or modify any auction, or withdraw any item before, during, or after the auction, if Hit Vault determines that doing so is appropriate.

5.11 Extended Bidding. If a bid is placed during the extension window before an auction's scheduled close, the closing time for that item automatically extends by the same window from the time of that bid, and continues to extend until no new bid is placed during the extension window. The extension window for each auction category is set out in the Auction Rules, and Hit Vault may modify the extended bidding mechanics for any auction by disclosing the applicable mechanics in the listing or on the Platform before the auction closes.

5.12 Shill Bidding Prohibited. Shill bidding is prohibited. You may not bid on your own consigned item, cause another person to bid on your consigned item, or place bids for the purpose of artificially increasing price, demand, or perceived interest.

6. Buyer's Premium, Taxes, and Payment

6.1 Buyer's Premium. Each winning bid is subject to a buyer's premium, which the winning bidder pays to Hit Vault in addition to the winning bid amount as part of the total amount due. The applicable buyer's premium rate will be disclosed on the applicable lot listing before bidding.

6.2 Total Purchase Price. The total purchase price may include the winning bid amount, buyer's premium, applicable taxes, shipping, handling, insurance, and any other charges disclosed by Hit Vault.

6.3 Payment Deadline. Unless Hit Vault states otherwise in writing, payment is due within seventy-two (72) hours after the auction closes and the invoice is issued or made available. Hit Vault may send payment reminders during this period. If full payment is not received by the deadline, the order expires automatically and the consequences described in this Section 6 apply.

6.4 Payment Methods. You must pay using a payment method made available by Hit Vault. Hit Vault may make available payment by card, Apple Pay, Google Pay, PayPal, ACH, wire transfer, or other approved payment methods. Hit Vault may refuse or reject any payment if Hit Vault determines that the payment presents fraud, chargeback, legal, compliance, or operational concerns.

6.5 No Cash Payments. Hit Vault does not accept cash payments. All payments must be made through the payment methods made available or approved by Hit Vault.

6.6 Payment Source. Payments must be made by the buyer of record unless Hit Vault approves another arrangement in writing.

6.7 Non-Payment. If you fail to pay any amount when due, Hit Vault may, in its sole discretion:

(a) charge the payment method on file for amounts due, including the Non-Payment Fee described in Section 6.10;

(b) cancel the sale;

- (c) offer the item to the next highest eligible bidder as described in the Auction Rules, or relist the item;
- (d) record a Strike as described in Section 6.11, and suspend or terminate your account;
- (e) reduce or eliminate your bidding privileges; and
- (f) pursue collection of amounts owed, including applicable fees, interest, collection costs, and attorneys' fees.

6.8 Sales Tax. Hit Vault may collect applicable sales tax on the total purchase price as required by law. If you claim a sales tax exemption, you must provide a valid exemption certificate before completing your purchase. If Hit Vault is not required to collect sales or use tax on a purchase, you are responsible for self-assessing and remitting any applicable use tax or similar tax to your taxing authority.

6.9 International Deliveries. If Hit Vault permits shipment outside the United States, the buyer is responsible for customs clearance and any import duties, tariffs, VAT, taxes, brokerage fees, or similar charges imposed by the destination country or carrier.

6.10 Non-Payment Fee. If you fail to pay the total purchase price by the payment deadline, Hit Vault may charge you, as liquidated damages and not as a penalty, a non-payment fee equal to the greater of five percent (5%) of the total purchase price or twenty-five dollars (\$25), up to a maximum of five hundred dollars (\$500) per transaction (the "Non-Payment Fee"). You agree that the actual damages caused by bidder non-payment, including relisting costs, delay, and lost sale opportunities, are difficult to estimate and that the Non-Payment Fee is a reasonable estimate of those damages.

6.11 Strikes. Hit Vault maintains a strike system for payment defaults (each, a "Strike"). A first Strike results in an official warning. A second Strike results in a thirty (30) day suspension of your account, without the ability to buy, bid, or consign. A third Strike results in permanent termination of your account. Each Strike expires twelve (12) months after it is recorded if no new payment default occurs during that period. Hit Vault may remove a Strike where documented evidence shows a Platform error, bank fraud, a stolen card, a payment processor error, a duplicate charge, or another circumstance validated by Hit Vault.

6.12 Payment Method on File. You must register and maintain a valid payment method to bid, and Hit Vault may verify or preauthorize your payment method. By registering a payment method, you authorize Hit Vault to charge it for amounts you owe under these Terms, including the total purchase price when due and the Non-Payment Fee. If a charge is declined, the amounts remain due, any Strike remains active, and Hit Vault may retry the charge and restrict your account until the outstanding balance is paid.

6.13 AutoPay. Hit Vault may offer an optional automatic payment feature. If you enable it, you authorize Hit Vault to charge your payment method on file for the total purchase price immediately when an auction closes with you as the winning bidder.

7. Shipping, Delivery, Title, and Risk of Loss

7.1 No Shipment Before Payment. Hit Vault is not obligated to release or ship any item until Hit Vault has received full payment in good and cleared funds.

7.2 Shipping. After payment is confirmed, Hit Vault will prepare the item for shipment in accordance with Hit Vault's packaging and shipping practices. Hit Vault will provide tracking information when available.

7.3 Address Accuracy. You are responsible for providing a complete and accurate shipping address. Hit Vault is not responsible for delays, failed delivery, misdelivery, additional shipping charges, or losses caused by incorrect or incomplete address information provided by you.

7.4 Title. Title to an item passes to the buyer only after Hit Vault receives full payment in good and cleared funds and releases the item for shipment or delivery, unless otherwise required by law.

7.5 Risk of Loss. Risk of loss passes to the buyer upon confirmed delivery to the shipping address provided by the buyer, except to the extent otherwise required by law.

7.6 Carrier Claims. If an item is lost or damaged in transit, you must cooperate with any carrier or insurance claim process, including preserving packaging, providing photographs, and supplying requested information. Hit Vault will manage the carrier or insurance claim process for items lost or damaged in transit before confirmed delivery.

8. Item Descriptions, Grading, Authenticity, and As-Is Sales

8.1 Listing Information. Hit Vault may provide descriptions, photographs, scans, condition notes, grading references, certification references, estimated values, and other information in item listings.

8.2 Informational Purpose. Listing information is provided for identification and informational purposes and reflects Hit Vault's opinion or information available to Hit Vault at the time of listing. Listing information does not constitute a warranty, appraisal, investment recommendation, or guarantee of value.

8.3 Third-Party Grading and Authentication. Items graded, authenticated, certified, or encapsulated by a third-party grading or authentication service are sold subject to that third party's standards, terms, and guarantees, if any. Hit Vault does not guarantee that a third-party grade, authentication, certification, or encapsulation decision is accurate or will remain unchanged.

8.4 Grading Differences. Grading and condition assessments are subjective. A difference of opinion about grade, condition, authenticity, centering, surface, corners, edges, alterations, or other characteristics is not grounds for cancellation, refund, chargeback, or rescission.

8.5 Buyer Review. You are responsible for reviewing the listing, photographs, descriptions, condition information, fees, shipping terms, and applicable policies before bidding or purchasing.

8.6 As-Is Sales. Except as expressly stated in Hit Vault's Refund Policy or required by law, all items are sold "as is," "where is," and with all faults.

9. Refunds, Returns, Cancellations, and Chargebacks

9.1 Final Sale. All auction sales are final. Hit Vault does not offer general returns, exchanges, cancellations, or refunds.

9.2 Refund Policy. Limited refund eligibility, claim procedures, deadlines, required evidence, return requirements, and exclusions are described in Hit Vault's Refund Policy.

9.3 Hit Vault Error or Exceptional Circumstance. Hit Vault may cancel or refund a transaction if Hit Vault determines that a material listing error, wrong item, payment error, item unavailability, authenticity issue, shipping restriction, suspected fraud, or other exceptional circumstance occurred.

9.4 Return Requirement. If Hit Vault approves a refund and requires return of the item, the item must be returned in the same condition received. Hit Vault may withhold the refund until the returned item is received and inspected.

9.5 Refund Method. Approved refunds will be issued to the original payment method or, if that method is unavailable, by another direct method such as a check or bank transfer. Hit Vault does not issue refunds as Platform credit, stored balance, or account credit.

9.6 Chargebacks. You agree to use Hit Vault's Refund Policy process before initiating a chargeback or payment dispute. If you initiate an improper or unsupported chargeback, Hit Vault may suspend or terminate your account, contest the chargeback, and pursue collection of amounts owed, including fees and costs.

10. Consignors and Payouts

10.1 Consignment Agreement Controls. If you consign items to Hit Vault, your consignment is governed by the applicable consignment agreement between you and Hit Vault.

10.2 Payouts. Hit Vault will remit consignment proceeds after deducting applicable fees, costs, refunds, chargebacks, offsets, and other amounts authorized by the applicable consignment agreement or Hit Vault policy.

10.3 Payout Holds. Hit Vault may delay or withhold payout if necessary to address refunds, chargebacks, buyer disputes, suspected fraud, authenticity concerns, payment issues, tax reporting, identity verification, or amounts owed to Hit Vault.

11. Identity Verification and Compliance

11.1 Verification. Hit Vault may request information or documentation reasonably necessary to verify your identity, confirm account information, prevent fraud, process payments, process payouts, comply with tax reporting obligations, or address legal or compliance concerns.

11.2 Failure to Provide Information. If you do not provide requested information, or if Hit Vault cannot verify the information provided, Hit Vault may restrict your account, cancel transactions, withhold shipment, withhold payout, or terminate your access to the Platform.

11.3 Compliance With Law. You may not use the Platform for unlawful activity. You represent that your use of the Platform, your bids, your purchases, your consignments, and your payments comply with applicable law.

12. Intellectual Property

12.1 Hit Vault Content. The Platform and all content created, owned, or licensed by Hit Vault, including text, photographs, videos, logos, graphics, trademarks, software, listings, and other materials, are owned by Hit Vault or its licensors and are protected by intellectual property laws.

12.2 Restrictions. You may not copy, reproduce, distribute, modify, display, publish, sell, license, scrape, extract, or commercially exploit any Hit Vault content without Hit Vault's prior written consent.

12.3 Listing Materials. Photographs, videos, scans, descriptions, condition notes, and other listing materials created by or for Hit Vault are Hit Vault content.

12.4 Materials You Provide. If you provide item information, photographs, documents, messages, or other materials to Hit Vault in connection with a consignment, listing, dispute, refund request, or customer support matter, you authorize Hit Vault to use those materials for purposes related to the Platform, the applicable transaction, customer support, fraud prevention, legal compliance, dispute resolution, and Hit Vault's business.

13. Privacy

13.1 Privacy Policy. Hit Vault's collection, use, disclosure, retention, and protection of personal information is governed by Hit Vault's Privacy Policy.

13.2 Required Information. Certain information may be required to create an account, place bids, make purchases, consign items, receive payouts, process payments, ship items, prevent fraud, or comply with tax and legal obligations.

14. No Investment, Tax, Legal, or Financial Advice

14.1 No Advice. Hit Vault does not provide legal, tax, investment, financial, appraisal, accounting, or professional advice.

14.2 Collectibles Risk. Collectible trading cards may increase or decrease in value. Past sales, estimated values, grading results, population reports, and market trends do not guarantee future value, liquidity, resale price, or investment return.

15. Disclaimer of Warranties

15.1 Platform Disclaimer. The Platform is provided "as is" and "as available." Hit Vault does not warrant that the Platform will be uninterrupted, secure, error-free, or free from viruses or harmful components.

15.2 Item Disclaimer. Except as expressly stated in the Refund Policy or required by law, Hit Vault disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, authenticity, grade, condition, quality, rarity, market value, and accuracy of descriptions or images.

15.3 No Additional Warranties. No oral or written statement by Hit Vault, its personnel, a Consignor, or any third party creates any warranty unless expressly stated in a written agreement signed by Hit Vault.

16. Limitation of Liability

16.1 Excluded Damages. To the maximum extent permitted by law, Hit Vault and its members, managers, officers, employees, contractors, agents, service providers, successors, and assigns will not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or enhanced damages, including lost profits, lost opportunity, loss of goodwill, loss of data, business interruption, diminution in value, market losses, or expectation damages.

16.2 Scope. The exclusions in Section 16.1 apply whether the claim is based on contract, tort, negligence, strict liability, statute, equity, or any other theory, and whether or not Hit Vault was advised of the possibility of such damages.

16.3 Liability Cap. To the maximum extent permitted by law, Hit Vault's total liability for any claim arising out of or relating to the Platform, these Terms, any auction, any purchase, any item, any shipment, or any transaction will not exceed the total purchase price actually paid by you for the specific item giving rise to the claim.

16.4 Legal Limits. Some jurisdictions do not allow certain exclusions or limitations. In those jurisdictions, Hit Vault's liability is limited to the fullest extent permitted by law.

17. Indemnification

17.1 Indemnity. You agree to indemnify, defend, and hold harmless Hit Vault and its members, managers, officers, employees, contractors, agents, service providers, successors, and assigns from and against all claims, losses, liabilities, damages, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- (a) your breach of these Terms or any Hit Vault policy;
- (b) your use or misuse of the Platform;
- (c) your violation of law or third-party rights;
- (d) any bid, purchase, consignment, payout, refund request, chargeback, shipment, or other transaction involving your account;
- (e) information or materials you provide to Hit Vault; or
- (f) your fraud, negligence, willful misconduct, or unauthorized conduct.

17.2 Cooperation. You agree to cooperate with Hit Vault in defending any claim covered by this Section.

18. Dispute Resolution

18.1 Governing Law. These Terms and any dispute arising out of or relating to these Terms, the Platform, any auction, any purchase, any item, any shipment, or any transaction will be governed by the laws of the State of Texas, without regard to conflict of laws principles.

18.2 Informal Resolution. Before initiating court proceedings, the party asserting a dispute must provide written notice describing the dispute and requested relief. Notices to Hit Vault must be sent to info@hitvault.co and to:

Hit Vault LLC
18756 Stone Oak Parkway, Suite 200
San Antonio, Texas 78258

The parties will attempt in good faith to resolve the dispute for thirty (30) days after notice is received.

18.3 Exclusive Venue. Any claim or dispute arising out of or relating to these Terms, the Platform, any auction, any purchase, any item, any shipment, or any transaction that is not resolved during the informal resolution period must be brought exclusively in the state or federal courts located in Bexar County, Texas. You and Hit Vault each consent to personal jurisdiction and venue in those courts.

18.4 Small Claims. Either party may bring an individual claim in small claims court in Bexar County, Texas, if the claim qualifies and remains in small claims court.

18.5 Class Action Waiver. To the maximum extent permitted by law, you and Hit Vault agree that each may bring claims against the other only on an individual basis. Neither party may bring or participate in any class, collective, consolidated, representative, private attorney general, or similar proceeding.

18.6 Jury Trial Waiver. To the maximum extent permitted by law, you and Hit Vault each waive any right to a jury trial.

19. Termination

19.1 Termination by You. You may request to close your account by contacting Hit Vault at info@hitvault.co. Closing your account does not affect obligations incurred before closure, including payment obligations.

19.2 Termination by Hit Vault. Hit Vault may suspend, restrict, or terminate your account or access to the Platform at any time if Hit Vault determines that doing so is appropriate.

19.3 Survival. Any provisions that by their nature should survive termination will survive, including provisions about payments, refunds, chargebacks, taxes, intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, and general terms.

20. General Terms

20.1 Entire Agreement. These Terms, together with the incorporated policies and any applicable consignment agreement, constitute the entire agreement between you and Hit Vault regarding the Platform.

20.2 Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in effect.

20.3 No Waiver. Hit Vault's failure to enforce any provision of these Terms is not a waiver of its right to enforce that provision or any other provision.

20.4 Assignment. You may not assign or transfer these Terms without Hit Vault's prior written consent. Hit Vault may assign these Terms in connection with a merger, acquisition, sale of assets, reorganization, change of control, or by operation of law.

20.5 No Partnership. Except for Hit Vault's limited role as agent for payment collection for Consignors as described in these Terms and any applicable consignment agreement, these Terms do not create any partnership, joint venture, employment, franchise, fiduciary, or similar relationship between you and Hit Vault.

20.6 Force Majeure. Hit Vault will not be liable for delay or failure to perform due to causes beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, cyberattacks, labor disputes, government action, power failures, internet failures, payment processor outages, carrier delays, or service provider failures.

20.7 Notices. Hit Vault may provide notices by email, account notice, posting on the Platform, mail, or other reasonable means. Notices to Hit Vault must be sent to info@hitvault.co and to:

Hit Vault LLC
18756 Stone Oak Parkway, Suite 200
San Antonio, Texas 78258

20.8 Contact. Questions about these Terms may be sent to info@hitvault.co.