

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE URBAN ARCHERY OUTFITTERS SERVICES. These Terms and Conditions (“Terms”, “Terms and Conditions”) of Urban Archery Outfitters LLC, a Georgia limited liability company, and/or its subsidiary and affiliated entities (collectively, “Urban Archery Outfitters”, “us”, “we”, or “our”), govern your access to and use of the Urban Archery Outfitters services, including the various mobile applications, websites, SMS, APIs, email notifications, applications, buttons, widgets, features, ads, and commerce services, that are operated by Urban Archery Outfitters and link to these Terms (collectively, the “Services”), and any information, concerning properties, booking, hunting, Big Game Bucks, video productions, photographs originating from or appearing on the Services (collectively referred to as “Content”). By using the Services, you agree to be bound by these Terms.

The Services expressly include any Urban Archery Outfitters top-level-domain as well as any Urban Archery Outfitter redirects to Urban Archery Outfitters branded areas and sub-domains of third-party websites (as such websites and top-level-domains may be renamed from time to time). These Terms do not apply to any portion of the Services, if any, that have their own terms and conditions or terms of use.

Your access to and use of the Services is conditioned upon your acceptance of and compliance with these Terms. You may use the Services only if you agree to form a binding contract with Urban ArcheryOutfitters and are not a person barred from receiving services under the laws of the applicable jurisdiction. These Terms apply to all visitors, users and others who wish to access or use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

Think of these Terms and Conditions as rules for your interaction with the Services. If you are a minor, please be sure to get your parents or legal guardians to review and discuss these rules with you, and get their permission, before using the Services.

Other terms may apply to your use of a specific portion of the Services. If there is a conflict between these Terms and Conditions and terms posted for a specific portion of the Services, the latter terms apply to your use of that portion of the Services.

By using the Services, you acknowledge that you have read these Terms and agree to be legally bound by these Terms. You also acknowledge that these Terms are supported by reasonable and valuable consideration, which includes your use and enjoyment of the Services, the Content uploaded or shared by us and other users, and our review, use, or display of any Content you share with us.

IF YOU DISAGREE WITH ANY PART OF THESE TERMS AND CONDITIONS, THEN YOU DO NOT HAVE PERMISSION TO ACCESS THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OR ACCESS THE SERVICES.

If you have any questions about these Terms and Conditions, please contact us.

Privacy Policy

To understand how and what information we collect, and how we may use or disclose such information, please carefully read our Privacy Policy. By using the Services, you acknowledge that you have read our Privacy Policy and consent to our privacy practices. You further affirm your consent by creating an account with us to use the Services and/or updating an account, submitting property to or through the Services, purchasing a product or service, participating in an online survey, participating in an online training or development program, or otherwise interacting or accessing the Services.

If you are a minor, please remember to ALWAYS check with your parents or legal guardian before posting any Content on or through the Services or sending anything to us.

COMMUNICATIONS

By creating an account with us to use the Services, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

PURCHASES

If you wish to purchase any product or service made available through the Services ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The Services may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third-parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

AVAILABILITY, ERRORS AND INACCURACIES

We are constantly updating product and service offerings on the Services. We may experience delays in updating information on the Services and in our advertising on other web sites. The information found on the Services may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Services and we cannot guarantee the accuracy or completeness of any information found on the Services.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

CONTESTS, SWEEPSTAKES AND PROMOTIONS

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Services may be governed by rules that are separate from these Terms Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

ACCOUNTS

To take use and advantage of the Services, you will be required to create an account with us. As part of creating an account with us, you will be able to create a profile with an associated screen name based on information and preferences you provide us. When you create an account with us, you acknowledge and agree that:

- the information you provide us is accurate, complete, and current at all times (Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Services);
- you will use your real name in selecting your profile screen name.
- if you are a minor, you will not share any other personal information about yourself anywhere on the Services, such as your social security number, physical address, or phone number.

Individual account holders are known as "Hunter Profile" or "Property Owner Profile".

The Services are not directed at any person under the age of 16 (a "Child"). If you are a Child, registration and creating an account with us also requires a true, valid email address of a parent or guardian, to notify parents or guardians of a Child's registration and creation of an account.

If you are a Child, you agree:

- not to use your real name on your profile screen name to register and create an account with us;
- that you will only register and create an account with us with a true, valid email address for a parent or guardian;

- to let us know of any changes to such email address;
- not to use anyone else's screen name or email address to access any of the Services;
- to safeguard your screen name, password, and any email address you provide, and to take responsibility for all activity on the account you create; and
- to notify us immediately if you find out that someone else is using your screen name, email address, or account without your permission.

If you are a parent or guardian and you are aware that your child has created an account that you have not consented to, please contact us so that we can take steps to terminate your child's account with us. If you are a parent or guardian and you are aware that we have collected personal data from your child without your consent, please contact us so that we can take steps to remove that information from our servers.

We do not guarantee that any information you provide will not be intercepted by a third-party during transmission over any public networks or otherwise. You bear the risk of communicating with us electronically and we are not responsible for any resulting loss or damage.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your mobile device, tablet, computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with the Services or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, or cancel orders at our sole discretion.

PROHIBITED USES

You may not reverse engineer, disassemble, or decompile, derive code or materials from, or capture any source, scripts, layouts, design, metadata, or other information accessible through the Services (including, without limitation, data packets transmitted to and from the Services), or analyze, decipher, "sniff", derive code or materials from any packet stream to or from the Services, or attempt any of the foregoing. You expressly waive any legal rights you may have to do any of the foregoing, including any claim that such activities constitute "fair use" or are for "interoperability purposes" under the Digital Millennium Copyright Act.

Further, in using the Services, you may not:

- violate these Terms and Conditions, infringe upon our rights or the rights of others (including, without limitation, intellectual property rights, rights of privacy such as unauthorized disclosure of a person's name or email or physical address or phone number, and rights of publicity), or violate any laws;

- conduct or solicit illegal or other activity that in any way harms us or any of our hunter profiles and property owners;
- post, email, message, or otherwise make available through the Services, any Content that:
 - * incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence,
 - * is intended to threaten, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason,
 - * is illegal or violates any laws, including laws related to adult activities and Content, child pornography, criminal activities, gambling, and drugs, or
 - * promote an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated music or videos or computer programs, or links to such materials;
- engage in commercial activities or sales, such as contests, sweepstakes, barter, advertising, or the buying or selling of "virtual" items, without our prior written permission;
- disguise the origin of any message, communication, or transmittal you send to us through the Services;
- use any robot, spider, scraper, or other automated or manual means to access Services, or copy any Content or information on the Services;
- attempt to gain unauthorized access to any portion of the Services or any related networks or systems by hacking, password "mining", or any other illegitimate means;
- probe, scan, test the vulnerability of or breach the authentication measures of, the Services or any related networks or systems;
- modify or reroute or attempt to reroute the Services;
- link to the Services from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- utilize framing, squeeze back, overlay or other techniques to enclose or display the Services or any Content on the Services, with any other software or Content of a third-party; or
- take any action that places a disproportionately large load on the Services or any related networks or systems.

We reserve the right, but not the obligation, to investigate and take appropriate legal action against anyone who we believe is violating these Terms, including without limitation, removing any materials, suspending or terminating the account of such violators, or suspending or terminating the right to use the Services.

THIRD-PARTIES

The Services may contain:

- references to names, marks, data, Content, products, or services of third-parties;
- links to third-party websites; and
- descriptions of services and products provided by third-parties.

These references, links, and descriptions are provided solely for your convenience. By including these references, we do not endorse these parties, their Content, or any products and services they offer. These parties are not under our control and we are not responsible for them, or the operation and availability of their websites. All disclaimers and other notices associated with

such materials shall apply and supplement these Terms and Conditions as to the individual Content. You are responsible for knowing when you are leaving the Services to visit a third-party website, and for reading and understanding the terms of use and privacy policy statements for each such third-party website.

If you choose to deal with third-parties, you agree that you have a direct relationship with them and are solely responsible for any such dealings. If you have concerns with any third-party website, please address them with the administrator of that website.

COPYRIGHT POLICY

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Services infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to admin@urbanarcheryoutfitters.com, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims.”

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Services on your copyright.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Services where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

You can contact our Copyright Agent via email at info@urbanarcheryoutfitters.com.

Intellectual Property

The Services and the Content, features and functionality are and will remain the exclusive property of Urban Archery Outfitters, and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States of America and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Urban Archery Outfitters.

LINKS TO OTHER WEB SITES

The Services may contain links to third-party web sites or services that are not owned or controlled by Urban Archery Outfitters.

Urban Archery Outfitters has no control over, and assumes no responsibility for the Content, goods and services, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Urban Archery Outfitters shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

TERMINATION

We may terminate or suspend your account and bar access to the Services immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

If you wish to terminate your account, you may simply discontinue using the Services.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Urban Archery Outfitters, and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of (i) your use and access of the Services, by you or any person using your account and password; (ii) a breach of these Terms, or (iii) Content posted on the Services.

LIMITATION OF LIABILITY

In no event shall Urban Archery Outfitters, nor its directors, employees, partners, agents, suppliers, affiliates, or property owners be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the hunting properties; (ii) any conduct, interruptions, authorized or unauthorized of any third-party on the Services; (iii) any Content obtained from the Services; and (iv) unauthorized access, use or alteration of your transmissions or Content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

DISCLAIMER

Your use of the Services is at your sole risk. The Services are provided on an “AS IS” and “AS AVAILABLE” basis. The Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Urban Archery Outfitters, its subsidiaries, affiliates, and its licensors do not warrant that (i) the Services will function uninterrupted, secure or available at any particular time or location; (ii) any errors or defects will be corrected; (iii) the Services are free of viruses or other harmful components; or (iv) the results of using the Services will meet your requirements.

EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of Georgia, United States of America, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding the Services and supersede and replace any prior agreements we might have had between us regarding the Services.

CHANGES AND UPDATES TO THESE TERMS AND CONDITIONS

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least thirty (30) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Services after any revisions become effective, you agree to be bound by these Terms, as these Terms are revised, amended and/or modified from time to time. If you do not agree to these Terms, as these Terms are revised, amended and/or modified from time to time, you are no longer authorized to use the Services.

UNSOLICITED IDEAS AND FEEDBACK

Neither we nor our employees accept or consider unsolicited ideas, including those for new or improved products or technologies, product enhancements, processes, marketing plans, or product names. The purpose of this policy is to avoid any potential misunderstandings or disputes if our offerings or strategies seem similar to ideas that you submitted to us.

If you choose to send us your ideas anyway, through the Services or otherwise, you agree that:

- your ideas automatically become our property, without any compensation to you;
- we can commercialize these ideas and use them for any purpose and in any way; and
- we can give and transfer these ideas to others.

You also represent and warrant that such ideas are your original ideas and that you have all the rights necessary for you to grant us rights to them, as described above.

ELECTRONIC NOTICES AND COMMUNICATIONS

By visiting and/or using the Services or sending us email, you are communicating with us electronically. By communicating with us electronically, you agree that:

- we may communicate with you electronically by email, or as appropriate, by posting general notices on the Services;
- all notices, disclosures, and other communications that we send you electronically satisfy any legal requirement that such communications be in writing; and
- any notices are deemed to be given and received on the date we transmit any electronic communication as described above.

CONTACT US

If you have any questions about these Terms, please contact us.

If you are a minor, please remember to ALWAYS check with your parents or legal guardian before posting any Content on or through the Services or sending anything to us.

These Terms and Conditions are effective as of, and were last updated and posted on, July 23, 2022.