

TERMS OF SERVICE AGREEMENT

Last Updated: 2/5/2021

This Terms of Service Agreement (“Agreement”) is entered into by and between AlisonJPrince, LLC, d/b/a The Resilient Athlete, a[n] Colorado GSO Fishing/Gunnison Sports Outfitters (“Owner”) and any user or visitor (“You” or “Your”) of the Website (defined below) (You and Owner collectively “Parties” and each a “Party”).

I. ACKNOWLEDGMENTS.

A. **Website.** Owner operates the website located at www.gsofishing.com (“Website”). Your access to and use of the Website is conditioned upon Your acceptance of and compliance with this Agreement. This Agreement applies to all visitors, users and others who access or use the Website.

B. **Agreement.** This Agreement, together with the privacy policy and disclaimer, constitutes a valid and binding agreement between Owner and You, as a user or visitor of the Website. You hereby agree and acknowledge this Agreement covers all of Your use of the Website, whether it be from this immediate use or from any other time when You access and use the Website. By accessing or using the Website You agree to be bound by This Agreement. If You disagree with any part of this Agreement, then You may not access the Website.

C. **Not Minor.** You affirm that You are either 18 years of age or older, or an emancipated minor, or possess the consent of your legal parent or guardian, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

D. **United States.** The Website is controlled and offered by Owner from its facilities in the United States of America. Owner makes no representations that the Website is appropriate for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with their local law.

E. **Agency.** Nothing in this Agreement shall be deemed to confer any third-party rights or benefits. You and Owner are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

II. **LICENSE.** Owner hereby grants you a revocable, non-transferable, and non-exclusive license to access and use the Website subject to the terms and conditions set forth in this Agreement. Owner will use commercially reasonable efforts to provide you with uninterrupted access to the Website during the Term of this Agreement.

III. **PRIVACY.** Owner respects the privacy of its users. Please refer to Owner’s Privacy Policy, which is incorporated herein by this reference and which explains how we collect, use and disclose information that pertains to Your privacy. When You access or use the Website, You signify Your agreement to this Privacy Policy.

IV. **DISCLAIMER.** Please refer to Owner’s Disclaimer, which is incorporated herein by this reference. When You access or use the Website, You signify Your agreement to this Disclaimer.

V. **FEES & REFUNDS.**

A. **Fees.** In consideration of the license granted to You herein, You agree to pay Owner the fees (“Fees”), if any, in the amount and manner as set forth on the Website, incorporated herein by this reference.

B. **Refunds.** The Fees are non-refundable, except as follows: You may request (“Refund Request”) a refund of the Fees within fourteen (14) calendar days from the Effective Date (“Refund Period”) for any reason whatsoever. Your request must be in writing and delivered to Owner at gunnisonsportsoutfitters@gmail.com. Failure to deliver the Refund Request during the Refund Period will result in Your waiver of rights to a refund of Your Fees.

C. **Notice Regarding Electronic Payment Vendors.** Users should be aware some payments may be processed through Stripe or other electronic payment vendors. Owner may also provide applications and other services to merchants related to payment processing. Payments may not be processed for certain activities, such as for illegal or other prohibited activities. If You have a question as to whether a payment will be accepted, then Owner encourages You to check the policies of the applicable vendor. Your relationship with the electronic payment vendors is separate from Your relationship with Owner and is governed by the terms and conditions contained in such vendor’s agreement. Such terms and conditions are available at the respective vendor’s website. Owner is not responsible for the actions or omissions of any third-party payment processor.

VI. **YOUR USE OF THE WEBSITE.**

A. **Content.** The content on the Website, except all User Submissions, including without limitation, the text, software, scripts, graphics, files, documents, images, photos, sounds, music, pictures, messages, interactive features, the design of and “look and feel,” and the like (collectively, “Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to Owner, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for Your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Owner. Owner reserves all rights not expressly granted in and to the Website and the Content.

B. **User Submissions.**

i. **Defined.** The Website may allow You to post, link, store, share, and otherwise make available certain information, text, graphics, videos or other material (collectively, “User Submissions”).

ii. **Obligations & Restrictions.** You understand that when using the Website, You will be exposed to User Submissions from a variety of sources, and that Owner is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that You may be exposed to User Submissions that are inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against Owner with respect thereto, and agree to indemnify and hold Owner, its owners, operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to Your use of the Website. You are responsible for User Submissions that You post, upload, link or otherwise make available via the Website. Owner, however, reserves the right to remove any User Submissions from the Website at its discretion. By transmitting and submitting any User Submissions, You agree as follows: (i) You are solely responsible for Your account and the activity that occurs while Your account is in use; (ii) You will not post information that is malicious, false or inaccurate; (iii) You will not submit User Submissions that are copyrighted or subject to third-party proprietary rights, including privacy, publicity, trade secret, etc., unless You are the owner of such rights or have permission from the rightful owner to specifically submit such User Submissions; and (iv) You hereby affirm that Owner has the right to determine whether any of Your User Submissions are appropriate and comply with this Agreement.

iii. **Ownership.** All User Submissions will be treated as non-confidential and non-proprietary and will become the sole property of Owner without any compensation or credit to You whatsoever. Owner and its affiliates shall have no obligations with respect to such User Submissions and may use the ideas contained in such User Submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

C. **Restrictions.** You will not, and will not permit any third-party to: (i) distribute or copy in any medium any part of the Website, including but not limited to Content, without Owner's prior written authorization; (ii) alter or modify any part of the Website, including but not limited to, Owner's technologies; (iii) access Content through any technology or means other than any as authorized by this Agreement or otherwise in writing by Owner; (iv) use the Website for any commercial use without the prior written authorization of Owner. Prohibited commercial uses include, but are not limited to, any of the following actions: (a) sale of access to the Website, Content or services via another website or medium (such as a mobile application); (b) use of the Website, Content or services for the purpose of gaining advertising or subscription revenue; (c) sale of advertising on the Website or any third-party website, targeted to the Content; and (d) any use of the Website, Content or services that Owner finds, in its sole discretion, has the effect of competing with or displacing the market for the Website or Content; (v) use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to Owner's servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Owner grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Owner reserves the right to revoke these exceptions either generally or in specific cases; (vi) collect or harvest

any personally identifiable information from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes; (vii) solicit, for commercial purposes, any users of the Website with respect to their User Submissions; (viii) impersonate any person or organization related to this Agreement; (ix) harass any other user of the Website; (x) circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein; and (xi) violate any laws.

D. **Third-Party Sites.** The Website may contain links to third-party websites that are not owned or controlled by Owner. Owner has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites. In addition, Owner will not and cannot censor or edit the content of any third-party site. BY USING THE WEBSITE, YOU EXPRESSLY RELIEVE OWNER FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE.

VII. INTELLECTUAL PROPERTY.

A. **Acknowledgements.** You acknowledge that: (i) Owner's business is conducted throughout the United States; (ii) the covenants contained herein are essential elements of this Agreement and that, but for such covenants, Owner would not have entered into this Agreement with You; (iii) the Website will give You access to Owner's Confidential Information; (iv) Owner has developed a long-standing relationship with its clientele and that the breach of any of the restrictions and covenants set forth herein would cause substantial loss to the goodwill of Owner and cause Owner irreparable harm; (v) the restrictions imposed on You herein and the purposes for such restrictions are reasonable in time, scope and duration and are designed to protect the goodwill, Confidential Information, the continued success of Owner, and Owner's relationships with its clients; and (vi) the restrictions imposed on You herein in no way are harmful to the public.

B. Confidential Information.

i. **Defined.** Owner's Confidential Information includes any proprietary, confidential, or secret knowledge, data or matters, whether transmitted in writing, orally, visually or otherwise, used in, associated with, or related to Owner, the current or anticipated business of Owner, the research, development, design, and marketing activities of Owner, and those of any party granting rights to Owner or that has been identified to You, either orally or in writing, together with analyses or documents that contain or otherwise reflect such matters, including know-how, technology, financial information, trade secrets, client lists, client names or identities, details of vendor, licensor, client or consultant contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans, new personnel acquisition plans, methods of manufacture, drawings, specifications, personnel data, processes, formulas, designs and design projects, computer programs, inventions and research projects of Owner or any other entity that may hereafter become an affiliate thereof, unless otherwise in the public domain other than as a result of disclosure by You (collectively, "Confidential Information").

ii. ***Covenant Not to Use or Disclose Confidential Information.*** You agree not to use or disclose to any third-party, directly or indirectly, for any reason or in any way, other than at the express written direction of Owner or as required by law, any Confidential Information.

C. Non-Solicitation.

i. ***Clients.*** During the Term hereof, and for two (2) years after the termination of this Agreement (“Restricted Period”), You shall not solicit or cause another to solicit for the others benefit, or for the benefit of any other person or entity, any client or potential client of Owner without first obtaining the written consent of Owner. The term “Client” shall refer to any individual, business or other entity who was doing business with Owner prior to the date You entered into this Agreement, or who was introduced to Owner by You after the date you entered into this Agreement; and the term “Potential Client” shall refer to any individual, business or other entity who or which was not, at the relevant time, an actual client of Owner but who or which, at such time, had disclosed Confidential Information to Owner regarding his/her/its programs or needs, or to whom or which a proposal for service had been made by Owner.

ii. ***Employees.*** During the Term hereof and Restricted Period, You shall not solicit or cause another to solicit for the other’s benefit, or for the benefit of any other person or entity, any employee or independent contractor of Owner without first obtaining the written consent of Owner.

D. Copyright Infringement.

i. ***Notice.*** If You are a copyright owner or an agent thereof and believe that any User Submission or other Content infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Owner’s Copyright Agent, Stormy Cochran, with the following information in writing (*see* 17 U.S.C 512(c)(3) for further detail): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (iv) information reasonably sufficient to permit the service provider to contact You, such as an address, telephone number, and, if available, an electronic mail; (v) a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Owner’s designated Copyright Agent to receive notifications of claimed infringement can be contacted at: gunnisonsportsoutfitters@gmail.com. You acknowledge that if You fail to comply with all of the requirements of this Section, Your DMCA notice may not be valid.

ii. ***Counter-Notice.*** If You believe that Your User Submission that was removed (or to which access was disabled) is not infringing, or that You have the authorization from the

copyright owner, the copyright owner's agent or pursuant to the law, to post and use the Content in your User Submission, You may send a counter-notice containing the following information to the Copyright Agent: (i) your physical or electronic signature; (ii) identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (iii) a statement that You have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (iv) your name, address, telephone number, and e-mail address, a statement that You consent to the jurisdiction of the federal court in Gunnison, CO and a statement that You will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, Owner may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed Content may be replaced, or access to it restored, within fourteen (14) business days or more after receipt of the counter-notice, at Owner's sole discretion.

iii. **Repeat Infringers.** Owner will terminate the access privileges of any User whom it deems, in its sole authority, has repeatedly infringed the copyright rights of others.

VIII. TERM & TERMINATION.

A. **Term.** The Term of this Agreement shall commence on the date you enter into this Agreement ("Effective Date") and shall end upon termination as described below.

B. **Termination.** You may terminate Your use of the Website at any time. Owner may terminate this Agreement, or suspend or terminate Your access to the Website, at any time, for any reason. If Owner suspects that You have violated any provision of this Agreement, Owner may also seek any other available legal remedy. Your rights under this Agreement will terminate automatically if You breach any part of this Agreement or if You terminate Your use of the Website. You remain solely liable for all obligations related to use of the Website, even after You have stopped using the Website.

IX. WARRANTY DISCLAIMER. YOU AGREE THAT YOUR USE OF THE WEBSITE OR THE PRODUCTS AND SERVICES AVAILABLE THEREIN SHALL BE AT YOUR SOLE RISK. THE WEBSITE, CONTENT, USER SUBMISSIONS, AND ANY PRODUCTS OR SERVICES AVAILABLE ON THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, AND OWNER, ITS MANAGERS, MEMBERS, EMPLOYEES, LICENSORS, SUPPLIERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OWNER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE

WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE AND THE PRODUCTS AND SERVICES AVAILABLE THEREIN, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IV) ANY BUGS, VIRUSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD-PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. OWNER DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND OWNER WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

X. LIMITATION OF LIABILITY. IN NO EVENT SHALL OWNER, ITS MANAGERS, MEMBERS, EMPLOYEES, LICENSORS, SUPPLIERS OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR ACCESS TO OR USE OF THE WEBSITE, CONTENT, USER SUBMISSIONS OR THE PRODUCTS AND SERVICES AVAILABLE ON THE WEBSITE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU AGREE THAT THE MAXIMUM TOTAL LIABILITY OF OWNER TO YOU FOR ANY CLAIM UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL TOTAL AMOUNT RECEIVED BY OWNER FROM YOU TO ACCESS THE WEBSITE AND/OR USE THE PRODUCTS AND/OR SERVICES. THE LIABILITY OF OWNER SHALL BE LIMITED TO THE ASSETS OF OWNER. NO PERSONAL LIABILITY SHALL AT ANY TIME BE ASSERTED OR ENFORCEABLE AGAINST OWNER'S MANAGERS, MEMBERS, EMPLOYEES OR AGENTS ON ACCOUNT OF THIS AGREEMENT AND YOUR USE OF THE WEBSITE. IF YOUR USE OF THE WEBSITE, SERVICES, AND/OR PRODUCTS RESULTS IN THE NEED FOR SERVICING, REPAIR, OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

XI. INDEMNITY. You agree to defend, indemnify and hold harmless Owner, its managers, members, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Website; (ii) Your violation of any term of this Agreement; (iii) Your violation of any third-party rights, including without limitation any copyright, property or privacy right; and (iv) any claim that one of Your User Submissions caused damage to a third-party or to Owner. This defense and indemnification obligation will survive the Term of this Agreement.

XII. DISPUTES. PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT CONTAINS PROVISIONS THAT GOVERN DISPUTES UNDER THIS AGREEMENT. THE PARTIES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

A. Defined. The term "dispute" means any dispute, action or other controversy between you and Owner concerning this Agreement, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

B. Notice of Dispute. In the event of a dispute, You or Owner must give the other a notice of dispute, which is a written statement that sets forth the name, address, and contact information of the Party giving it, the facts giving rise to the dispute, and the relief requested ("Notice of Dispute").

C. Mediation. The Parties will attempt to resolve any dispute through informal negotiation within sixty (60) calendar days from the date of the Notice of Dispute. After sixty (60) calendar days, the Parties agree to submit the dispute to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. The Parties shall each pay fifty percent (50%) of the cost of the Mediation. The place of Mediation shall be Gunnison, CO.

D. Binding Arbitration. If the Parties don't resolve any dispute by informal negotiation or mediation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this Section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration will be conducted in Gunnison, CO, and judgment on the arbitration award may be entered into any court of competent jurisdiction. The award of the arbitrator will be final and binding upon the Parties without appeal or review except as permitted by Colorado law. Either Party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the Party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing Party shall be borne by the non-prevailing Party.

E. Prohibition of Class and Representative Actions and Non-Individual Actions. The Parties agree that either may bring claims against the other only on an individual basis and not as part of any purported class or representative action or proceeding unless both Parties agree otherwise. The arbitrator may not consolidate or join more than one person's or Party's claims and may not preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual Party seeking relief and only to the extent necessary to provide relief necessitated by that Party's claim(s). Any relief awarded cannot affect other Owner users.

XIII. MISCELLANEOUS.

A. Assignment and Binding Effect. The rights and benefits of Owner under this Agreement shall be transferable, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by or against its successors and assigns. This Agreement shall not be assignable by You.

B. Calendar Days and Time. Any reference herein to "day" or "days" shall mean calendar and not business days, unless otherwise expressly granted. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday, or Federal holiday.

C. Headings, Captions, etc. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof, are not to be considered in construing this Agreement, and, where inconsistent with the text, are to be disregarded.

D. Law, Jurisdiction and Venue. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Colorado. To the full extent permitted by law, any circuit court in Gunnison County, CO shall have exclusive jurisdiction over any matter relating to or arising from this Agreement and the parties' rights and obligations under this Agreement.

E. Non-Disparagement. Each Party agrees to refrain from making any public or private statement about the other or its members, managers, employees or affiliates that would be injurious to the other Party's business or reputation or which would, directly or indirectly, interfere with the business of the other Party.

F. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier; (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; (4) by facsimile; or (5) by email. Notices and communications shall be addressed to, and delivered at, the following address:

If to Owner: Name: Andy Cochran
Address: 1567 Thornton Way, Gunnison, CO 81230
Phone: 719-850-9789
Email: gunnisonsportsoutfitters@gmail.com

A notice must be addressed to the recipient signatory at the address stated herein or at the recipient's last known address. (1) A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. (2) A notice sent by recognized overnight delivery service will be deemed given when received or refused. (3) A notice that is sent by certified mail will be deemed given three (3) business days after it is mailed. (4) A notice sent by facsimile shall be deemed given if confirmed by a fax activity report. (5) A notice sent by email shall be deemed given if confirmed by a delivery receipt or a read receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

G. **Promotions.** Owner may, from time to time, include contests, promotions, sweepstakes, or other activities ("Promotions") that require You to submit material or information concerning Yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not You are eligible to participate. If You enter any Promotion, You agree to abide by and to comply with all Promotions Rules. Additional terms and conditions may apply to purchases of goods or services on or through the Website, which terms and conditions are made a part of this Agreement by this reference.

H. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or entity be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or entity shall not be impaired thereby, but such remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. **Survival Clause.** Unless otherwise provided for herein, all obligations of the Parties hereunder not fully performed as of the expiration or earlier termination of the Agreement shall survive the termination of this Agreement.

J. **Typographical Errors.** In the event a product and/or service is listed at an incorrect price or with incorrect information on the Website due to typographical error, Owner will have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. Owner shall have the right to refuse or cancel any such order whether or not the order has been confirmed and Your credit card charged. If Your credit card has already been charged for the purchase and Your order is canceled, Owner will immediately issue a credit to Your credit card account or other payment account in the amount of the charge.

K. **Users Under Age 13.** The Website is not directed to persons under the age of 13. If You become aware that Your child has provided us with personal information without Your consent, please contact Owner at gunnisonsportsoutfitters@gmail.com. Owner does not knowingly collect personal information from children under the age of 13. If Owner becomes aware that a child under the age of 13 has provided Owner with personal information, Owner will take steps to remove such information. By using this Website, You are representing to Owner that You are not under the age of 13. If You are under 13 years of age, You are not authorized to install and use this Website and must immediately delete it from Your devices.

L. **Waiver.** No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition of this Agreement. If either Party waives a breach of this Agreement by the other Party, that waiver will not operate or be construed as a waiver of later similar breaches.

M. **Acceptance.** You acknowledge and agree that by clicking on the ACCEPT button or similar buttons or links as may be designated by Owner to show Your approval, or Your initial access to the Website (known as the Effective Date herein), You are entering into a legally binding contract under the terms of this Agreement.