

TERMS OF USE AND CONDITIONS AGREEMENT

Sportsmen of North America, LP ("SNA") provides a website featuring news, information, resources, contests, an online community, and other services related to hunting for SNA members ("Services"). This Terms of Use and Conditions Agreement ("Agreement") describes our policies and practices while you are: (1) using SNA's www.SportsmenNA.com website ("Site") and (2) a member of the SNA community.

1. Notice. This Site is owned and operated by Sportsmen of North America, LP, a Texas limited partnership. SNA has the right at any time to change or discontinue any aspect or feature of the Site including, without limitation, the content and software needed for access or use of the Site. By agreeing to use this Site and its Services, you understand and agree to all terms and conditions of this Agreement. You may visit our Site at any time to read this Agreement and learn of any revisions made to this Agreement. All such changes are binding on you 14 calendar days after they are initially posted on the Site unless you are a new user, in which case they are binding on you immediately.

2. Intended Use.

- a. This Site is intended for your benefit to become familiar with and use the services of SNA. This Site is a tool for SNA members to find hunting and camping information and services exclusive to SNA members.
- b. You understand that SNA does not accept any liability whatsoever for any harm that might result from any statements presented on the Site, including any product specifications or descriptions and third-party advertisements or information posted on the Site.
- c. You understand that any statements by SNA, its employees, agents, affiliates, and members are provided for informational purposes only.

3. Membership.

- a. Although you can browse certain areas of our Site without becoming a member, membership to the SNA community provides you with access to all Services provided by the Site.
- b. SNA offers different levels of membership: Free Membership, Bronze Membership, Silver Membership, Gold Membership, and Platinum Membership. Different membership levels correspond to different levels of benefits available for the Site and for paid level memberships to product discounts on its sister site, www.sportsmenshuntinggear.com. These benefits are specified in detail on the Site. Membership fees will be billed either annually or monthly for members who signed up for membership prior to July 8, 2009 ("Membership Term").
- c. During your Membership Term, you will have access to certain protected areas of the Site, be eligible for certain discounts and promotions as specified on the Site, and be entered into the weekly Free Hunt Giveaway.

- d. SNA automatically renews your membership by charging your credit card with another Membership Fee and at the end of each Membership Term.
- e. SNA, at its sole discretion, has the right to deny anyone membership to SNA and to revoke anyone's membership at any time for no reason or any reason at all.

4. Cancellation.

a. To cancel your account with SNA, you may (1) Contact customer service at 888-762-2006; or (2) Go online and initiate a Live Chat with a Customer Service agent; or (3) send an email request with your NAME, SNA MEMBER NUMBER AND PHONE NUMBER on your account to support@sportsmenna.com

b. If you have any questions or concerns about our cancellation policy, please contact us at support@sportsmenna.com.

c. Refunds

If you call to call to cancel within the first 7 days after the start of your membership, you will be refunded the full amount.

If you call to cancel after 7 days and before 30 days after the start of your membership, you will be refund 90%

No refunds will be given after 30 days after the start of your membership.

5. Our Services.

a. SNA makes no predictions, warranties, or guarantees express or implied, about the quality of any of the services or products provided by SNA, any individual, company, or service provider utilizing the Site or featured on the Site and assumes no liability related thereto.

b. Product specifications and other information have either been provided by the vendors or sponsors on the Site or collected from publicly available sources. While SNA makes every effort to ensure that the information on this Site is accurate, SNA makes no representations or warranties as to the accuracy or reliability of any information provided on this Site. SNA makes no warranties or representations whatsoever with regard to any product provided or offered by any vendor or sponsor, and you acknowledge that any reliance on representations or warranties provided by any vendor or sponsor shall be at your own risk.

6. Restrictions on Use and Prohibited Content.

a. The viewing, printing, or downloading of any content, graphic, form, or document from the Site, is prohibited. SNA grants you only a limited, nonexclusive license for use of such materials solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use.

b. The following is a list of items, activities, and content that are strictly prohibited. SNA reserves the right to pursue appropriate legal action as necessary and terminate SNA membership. SNA assumes no

responsibility or liability that may arise from prohibited content posted on the Site.

- i. Use of the site for commercial purposes (except as may appear on the Classified Ads page of our Site);
- ii. Content that contains nudity, pornographic activities, or any association with adult only websites;
- iii. The solicitation of information from a minor or activity harmful to a minor;
- iv. The usage of vulgar, offensive, racist, bigoted, ethnically, or obscene language;
- v. The perceived stalking and harassing of members or other persons;
- vi. The posting and/or transmitting of material viewed as junk mail or spam;
- vii. The posting of information that is false in nature, misleading, or is abusive, threatening, or libelous;
- viii. Any detrimental information that can cause damage to the website and/or infrastructure;
- ix. The usage of profanity in the form of words or pictures within forums, blogs, profiles, classified ads, or any other area within the site;
- x. Exploiting people in a sexual or violent manner;
- xi. Any content that is an unauthorized copy of copy written material;
- xii. Any activity soliciting passwords or other private and personal information to be used in an unlawful or illegal manner;
- xiii. Any activity criminal in nature in including but not limited to drugs, fraud, gambling, or distribution of computer viruses;
- xiv. The advertising of services, soliciting of members for other sites or businesses, links to other websites in blogs, forums, chat rooms, or classified areas is prohibited (is the posting of emails acceptable?).

7. Privacy Policy. Please see our Privacy Policy to review how SNA uses information collected on the Site. By entering into this Agreement, you also agree to the Privacy Policy.

8. Disclosure of Collected Information.

- a. **Information from the Site.** Except as provided in this Policy, SNA will never disclose to non-affiliated third parties without your prior approval, your e-mail address, phone number, or other personal information, that

we collect via the Site. SNA, however, will cooperate with official law enforcement inquiries, such as fraud investigations and subpoenas, and will disclose your information when necessary to comply with state and federal laws and regulations.

- b. ***Disclaimer.*** We cannot ensure that all of your private communications and other personal information will never be disclosed in ways not otherwise described in the Privacy Policy. By way of example (without limiting the foregoing), we may be forced to disclose personal information to the government or third parties under certain circumstances, third parties may unlawfully intercept or access transmission or private communications, or users may abuse or misuse your personal information that they collect from the Site.
- c. ***Children 13 Years of Age and Younger:*** If you are under the age of 13, you will need parental or guardian permission before you may become a member of SNA. Our Site will ask you your age and whether you have such permission. Please respond truthfully. If SNA determines that you are under the age of 13 and have not acquired parental or guardian permission to join SNA, your membership, at SNA's sole discretion, will be denied or cancelled at any time.
- d. ***Type of Information Collected:*** SNA will collect Personal Information, such as: your name, e-mail address, postal address, telephone and facsimile numbers, and URL. SNA will also automatically gather and store it in log files: IP addresses, browser types, ISPs, referring/exit pages, operating systems, date/time stamps, and movements around the Site. The Site also gathers demographic information. At no time will SNA require a child to disclose more information than is reasonably necessary in an activity as a condition of participation.
- e. ***Parents of Children Under the Age of 13:*** Upon written request of a parent whose child is under the age of 13 and has provided personal information to SNA, SNA will release a description of personal information collected from the child and will make such information available to the parent. Upon written request of the parent, SNA will delete the child's account from the Site. Parents of children under the age of 13 have the option to agree to the collection and use of the child's information without consenting to the disclosure of the information to third parties.

9. Information and Materials Posted on our Site.

- a. ***Member-owned Materials.*** Members of our Site may generally post information on and promote their own hunting stories and experiences, recipes, pictures, videos, and music. Members are solely responsible for such information. SNA is not responsible for verifying ownership of such materials and cannot represent the same to other members of our Site.
- b. ***Third-party Materials.*** Members may also post information related to hunting stories and experiences, recipes, pictures, videos, music, and other material owned by third parties only if they are authorized by and have prior permission from such third parties. As a member, you agree to seek out and obtain such authorizations and permissions before posting such materials on

our Site. SNA is not responsible for verifying such authorizations and permissions.

c. *License to SNA.* By posting materials on our Site, you agree to grant SNA a royalty free license to publish the material on our Site.

d. *No Liability for Infringement.* SNA will not be liable for any infringement of copyrighted material or other protected material posted by or offered for sale by members of our Site. Members are solely responsible for identifying, verifying, confirming, and maintaining any intellectual property posted or offered for sale on our Site.

10. Use of Information and Materials.

a. The information and materials contained on our Site are subject to change without notice.

b. Any unauthorized use of our Site and systems including but not limited to unauthorized entry into our system, misuse of passwords, or misuse of any information posted on a site is strictly prohibited.

11. Enforcement.

a. ***Limitations of Warranties and Remedies.*** TO THE FULL EXTENT ALLOWED BY LAW, SNA DISCLAIMS ALL WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SNA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE AND USE OF THE SERVICES PROVIDED BY SNA. IN NO EVENT WILL SNA BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, EVEN IF SNA HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES.

b. ***Indemnification.*** You agree to defend, indemnify, and hold harmless SNA and its officers and employees (the "SNA Parties") against any and all third party claims, suits, costs, losses, liabilities, and expenses of any kind (including reasonable attorneys' fees) that the SNA Parties may incur arising out of or resulting from your use of the Site or any of the products and services of SNA.

c. ***Choice of Law and Venue.*** THIS AGREEMENT WILL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT APPLICATION OF CHOICE-OF-LAW PROVISIONS THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. BY ENTERING INTO THIS AGREEMENT, ALL PARTIES IRREVOCABLY SUBMIT THEMSELVES TO THE EXCLUSIVE VENUE AND PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS IN DALLAS COUNTY, TEXAS WITH REGARD TO ANY DISPUTE RELATING TO THIS AGREEMENT OR ITS ENFORCEMENT. THE PARTIES ALSO HEREBY WAIVE ANY CHALLENGE TO VENUE AND PERSONAL JURISDICTION THEY MAY HAVE TO A LAWSUIT FILED IN A STATE OR FEDERAL COURT IN DALLAS COUNTY, TEXAS, RELATING TO A DISPUTE BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR ITS ENFORCEMENT.

d. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions will not in any way be affected or impaired and a valid, legal, and enforceable provision of similar intent and economic impact will be substituted therefore.

e. **Additional Provisions Regarding Liability.** You and SNA agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law and specifically will not limit any liability for gross negligence, intentional tortious, or unlawful conduct or damages for strict liability that may not be limited by law.

f. **Notices.** Any notices or communication sent by you to SNA pursuant to this Agreement will be in writing and sent to the address specified herein or such other address as SNA may specify in writing.

All notices must be sent to:

**SPORTSMENNA.COM
3218 IH 30
SUITE 102
MESQUITE, TEXAS 75150**

12. Additional Information.

a. **Links.** The Site may contain links to other sites. However, please be aware that SNA is not responsible for and cannot control the terms of use and conditions of such other sites. We encourage you to be aware when you leave the Site, and to read the terms of use of each and every website. This Agreement applies solely to this Site. We are not responsible for the content, accuracy, or opinions expressed in such websites. Inclusion of any linked website on our Site does not imply approval or endorsement of the linked website by us.

b. **Trademarks.** SNA, www.SportsmenNA.com, the SPORTSMEN OF NORTH AMERICASM and SPORTSMEN'S LODGE marks and logos, the SPORTSMENNA.COMSM marks and logos, the SNASM marks and logos, and all page headers, custom graphics, graphical user interfaces, data displays, and button icons are service marks, trademarks, and/or trade dress of SNA. All rights are reserved.

c. **Copyrights.** The Site contains copyrighted material and other proprietary information, including, without limitation, downloadable files, text, charts, reports, data displays, software, graphical user interfaces, icons, photos, videos, graphics, music, and sounds. The contents of the Site are protected under the United States copyright laws. You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part. No copying, redistribution, retransmission, publication, or commercial exploitation of downloadable material will be permitted without the express written permission of SNA and the copyright owner, if applicable.

d. **Contact Us.** If you have any questions or suggestions regarding this Agreement, please contact us at issues@sportsmenna.com.

13. Suggestions and Idea Submissions. Unless otherwise agreed to in writing, SNA does not accept unauthorized idea submissions outside of established business relationships. To protect the interests of our current clients and ourselves, we must treat the issue of such submissions with great care. Importantly, without a clear business relationship, SNA cannot and does not treat any such submissions in confidence. Accordingly, please do not communicate unauthorized idea submissions with SNA through this Site. Any ideas disclosed to SNA outside of a pre-existing and documented confidential business relationship are not confidential and SNA may therefore develop, use, and freely disclose or publish similar ideas without compensating you or accounting to you. SNA will make every reasonable effort to return or destroy any unauthorized idea submissions without detailed review of them. However, if a review is necessary in SNA's sole discretion, it will be with the understanding that SNA assumes no obligation to protect the confidentiality of your idea or compensate you for its disclosure or use. By submitting an idea or other detailed submission to SNA through this Site, you agree to be bound by the terms of this Agreement.

14. Representations and Warranties. By using this Site, you represent that you are seeking this Site for personal reasons and that you are not an attorney or an agent of an attorney conducting an investigation to a potential claim related to the Site, any materials available through the Site, or SNA. You also represent that you are not engaging in activities in an attempt to reverse engineer the Site, portions of the Site, or any materials available through the Site. You also represent that any information you provide is true and accurate.