

# WWW.FENIXTACTICAL.COM TERMS OF USE

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## Use of the Site

The Site is designed to provide products, support, assistance and information about flashlights, tactical products and accessories. The information and services offered on this Site are provided solely for general information, and are not intended to (a) replace any advice or counsel from licensed or certified professionals; (b) constitute advice or apply specifically for any individual's unique needs and situation.

## Privacy Policy

Your privacy is very important to the Company. Users of this Site should refer to the Site's Privacy Policy for information about how the Company collects and uses personally identifiable and aggregated information. Without limitation of any other provisions stated in the Privacy Policy, you agree that the Company may disclose your personal information if the Company believes it is necessary to comply with any legal process or regulatory agency, to protect the rights or property of the Company or others, or as otherwise described in the Privacy Policy.

## Product Information

For questions about the products on this Site, please use the customer service e-mail links found on each page – bottom, left. For questions about orders placed through the Site, please use the customer service link in the e-mail receipt you receive.

## Our Guarantee

All products on the Site carry at Original Manufacturer's warranty from the date of delivery from the Company of the product in the event that it is not functioning properly.

## Order and Payment Information

If you use the Site to purchase a product, payment must be received by the Company prior to the Company's acceptance of an order, unless otherwise agreed by the Company. The Company may need to verify information you provide before the Company accepts an order, and may cancel or limit an order any time after it has been placed, including but not limited to the event that a product is listed at an incorrect price due to typographical or

other error. If payment already has been made and your order is canceled or limited, the Company will refund any payment you made for the product that will not be shipped due to cancellation or limitation of an order in the same tender as the original purchase. The Company expressly conditions its acceptance of your order on your agreement to the Terms.

In ordering products through the Site, you agree to provide only true, accurate, current, and complete information. You hereby certify that any e-mail account you provide to the Company is registered to you. The Company shall have the right to bar your access to and use of the Site if it has reasonable grounds to believe that you have provided false, inaccurate, not current, or incomplete information to the Company. You agree that if you are ordering or purchasing products on behalf of a company, that you have sufficient authority to bind that company to the Terms. You agree that your placement of an electronic order on the Site is sufficient to satisfy the Statute of Frauds, and no further writing is required.

All prices displayed on the Site are quoted in U.S. dollars and in Canadian Dollar. The Company may prohibit delivery to addresses outside the United States and Canada. The Company may add shipping and handling fees and applicable sales/use tax. The Company reserves the right without prior notice to discontinue or change specifications and prices on products offered on the Site without incurring any obligation to you. Products displayed on this Site are available while supplies last. Descriptions of, or references to, products not owned by the Company on the Site do not imply endorsement of that product, or constitute a warranty, by the Company.

#### Shipping

Unless otherwise noted, the Company will use its commercially reasonable efforts to ship products within four weeks of the receipt of a properly completed order. However, any delivery or shipment date provided by the Company to you is only a good-faith estimate. You understand that product availability may be limited and particular products may not be available for immediate delivery. The Company shall not be liable for any loss, damage, cost, or expense related to any delay in shipment or delivery. The Company cannot ship to P.O. boxes.

#### Independent Sales Representatives

As part of the sales network of the Site, the Company will assign a personal independent Sales Representative (the "REP"). While the Company seeks to ensure proper behaviour of the REPs, it cannot monitor or control the activities of these independent contractors. Company does not ensure the accuracy or endorse the conduct of the REPs. Accordingly, Fenix Tactical, LLC assumes no responsibility, and disclaims liability of any kind, arising from the conduct of its REPs, including, but not limited to, any defamation, libel, slander, omission, falsehood, obscenity, profanity or inaccuracy. However, we encourage you to report complaints associated with the conduct of any REP to us at [support@fenixtactical.com](mailto:support@fenixtactical.com). Any REPs using the Site must expressly accept and comply with their REP's Agreement, including the REP's Policies and Procedures.

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Some jurisdictions do not allow the limitation or exclusion of certain warranties or conditions, so some of the above exclusions may not apply to you.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID, IF ANY, BY YOU TO THE COMPANY FOR ANY PRODUCTS, CLUBS OR SERVICES SUPPLIED BY THE COMPANY THROUGH YOUR USE OF THE SITE IN THE TWELVE (12) MONTH PERIOD PRECEDING ANY SUCH CLAIM.

The Company will not be liable in any amount for failure to perform any obligation under these Terms if such failure is caused by the occurrence of any unforeseen contingency beyond its reasonable control, including without limitation Internet outages, electrical or communications outages, fire, flood, terrorism, acts of God or nature, or war. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above may not apply to you. In such jurisdictions, liability is limited to the fullest extent permitted by law.

The terms of this section shall survive any termination of the Terms.

#### User Conduct

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You expressly understand and agree that you, and not the Company, are entirely responsible for all User Content that you upload, download, post, email, transmit or otherwise make available via the Site and that the Company does not control, verify or monitor any User Content posted via the Site by any visitors to the Site, except as stated herein, and does not guarantee the accuracy, integrity or quality of such User Content. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. You acknowledge that you must independently verify any User Content and not exclusively rely on any User Content submitted to the Company or any other users of the Site through the Site.

You understand and agree that the Company shall have the right to use any User Content for any purpose, including without limitation for publication of all or part of such User Content on the Site and any in any other forum or medium for unrestricted use by the Company for its users and partners. the Company shall have the sole authority to choose the manner in which any Content will be received, displayed and used by the Site, and it reserves the right to remove any User Content or refuse access to the Site to anyone at any time in its sole discretion. the Company shall have no obligation to (i) resolve disputes among users of the Site; or (ii) monitor or verify the accuracy or proper use of any User Content.

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- remove or conceal any proprietary notices from the Site;
- cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling or disassembling of the Site, including any Content or any other elements contained or offered by the Site;
- disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers, or networks connected to or accessible through the Site or affiliated or linked sites;
- use, frame, or utilize framing techniques to enclose any Company trademark, logo, or other proprietary information (including the images found at the Site, the content of any text, or the layout/design of any page or form contained on a page) without the Company's express written consent;
- use any data mining, gathering or extraction tool, or any robot, spider or other automatic device or manual process, to monitor or copy any Content or portion of the Site;
- use this Site for any commercial purpose or the benefit of any third party or any manner not permitted by the licenses granted herein;
- use meta tags or any other "hidden text" utilizing any Company name, trademark, or product name without the Company's express written consent, or deeplink to this Site without the Company's express written consent;;
- create, purchase or utilize any banner ads, keywords or any other form of Internet optimization tools to compete with the Company's advertising or redirect traffic from the Company's Site (including by registering or using domain names similar to those utilized by the Site);
- use the Site or submit any User Content to generate or send any unsolicited commercial email (spam);
- copy any elements of the Site (other than as expressly provided under United States copyright laws);
- access, create or modify source code of the Site in any way;
- use the Site to, or in any way that would, violate any applicable local, state, national and/or international law, regulation, ordinance or fair business or medical practice;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, or otherwise disguise the origin of any User Content;
- collect or store personal data about others;
- attempt to obtain unauthorized access to the Site or portions of the Site that are restricted from general access;
- submit or publish User Content that solicits funds or services or contains or includes any virus, worm, software lock, drop dead device, Trojan-horse, routing, trap door, time bomb or any other code, instruction or program that is designed to distort, delete, damage, disable or impair the functionality of any computer or the Site; or

- use this Site to develop, generate, upload, post, display transmit or store information or Content that: (A) infringes any third party's intellectual property, confidentiality, trade secret or other proprietary right; (B) is defamatory, false, hateful, harassing, vulgar, libelous, pornographic, an invasion of privacy, obscene, sexually oriented, abusive, illegal, racist, offensive or harmful; or (C) in any way obstructs or otherwise interferes with the normal performance of another person's use of the Site.

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It is the Company's policy to respect the copyright and intellectual property rights of others. The Company may remove content that appears to infringe the copyright or other intellectual property rights of others. In addition, the Company may terminate access by users who appear to infringe the copyright or other intellectual property rights of others.

#### Representations and Warranties

You represent, covenant and warrant that:

- you possess the legal right and ability to enter into these Terms and to comply with its terms;
- you will use this Site for lawful purposes only and in accordance with these Terms and all applicable laws, regulations and policies;
- you will not attempt to decompile, reverse engineer or hack this Site, or to defeat or overcome any encryption and/or digital rights management technology implemented with respect to this Site and/or data transmitted, processed or stored by this Site;
- you will not take any steps to interfere with or in any manner compromise any of the Company's security measures;
- you will only use this Site on a computer on which such use is authorized by the computer's owner; and
- you are 13 years of age or older.

If the Company has reasonable grounds to suspect that your representations, warranties or promises are inaccurate or breached, the Company may suspend or terminate your account, deny any or all use of the Site, and pursue any appropriate legal remedies.

#### Indemnification

You agree to indemnify, defend and hold harmless the Company, its parents, affiliates, subsidiaries, officers, directors, employees, agents, and suppliers (collectively, the "Indemnified Parties"), at your expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to your: (i) violation or breach of any term of these Terms or any policy or guidelines referenced herein; (ii) use or misuse of this Site, the Content, any User Content, or any other element of the Site; or (iii) other violation of any rights of a third party.

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#### SEC Disclosure

The information contained within press releases issued by the Company should not be deemed accurate or current except as of the date the release was posted. The Company has no intention of updating, and specifically disclaims any duty to update, the information in the press releases. To the extent any information therein is forward-looking, it is intended to fit within the safe harbor for forward-looking statements, and is subject to material risk.

#### Changes to the Site

The Company may, in its sole discretion, terminate, change, modify, suspend, make improvements to, or discontinue any aspect of the Site or any products available through the Site, temporarily or permanently, including the availability of any features of the Site or access to any parts of the Site, at any time without notice to you, and you agree that the Company shall not be liable therefor.

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#### Applicable Law

These Terms shall be governed by and construed in accordance with the laws of Province of Ontario, Canada, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to the Terms or your use of the Site shall be filed only in the Suprim Court of Ontario, Canada, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of the Terms.

The terms of this section shall survive any termination of the Terms.

#### Termination

Notwithstanding any of these Terms, the Company reserves the right, without notice and in its sole discretion, for any reason or no reason, to terminate your license to use the Site and to block or prevent future access to and use of the Site. You agree that the Company shall not be liable for any termination of your use of or access to the Site.

#### Language

It is the express wish of the parties that the Terms and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

## Electronic Signatures and Agreements

You acknowledge and agree that by clicking on the button labeled "Home", "Products", "View Cart", "Add to Cart", "Continue Shopping", "Proceed to Checkout", "DOWNLOAD" or such similar links as may be designated by the Company to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Terms of Use. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE OR SERVICES OFFERED BY THE COMPANY. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

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