

Terms of Service

Table of Contents

- Introduction
- Definitions
- Electronic Signature Consent to These Terms of Service and Online Agreements
- Our Services
- Member Accounts
- Payment Terms
- Booking & Cancellation Policy
- Member Responsibilities
- Restrictions on Use of the Sites
- Intellectual Property Rights
- Member Page
- Member Reviews
- Links and Ads
- Miscellaneous
- Disclaimer and Limitations of Liability
- Legal Compliance
- Term & Termination
- Security
- Notice of Claims of Copyright or Trademark Violations
- Deactivation of Sites
- Site Location
- Governing Law
- Arbitration
- Privacy Policy
- Cookie Policy

Introduction

THESE TERMS AND CONDITIONS OF SERVICE AND USE ("TERMS OF SERVICE") ARE A BINDING AGREEMENT BETWEEN HUNTERSINC.COM, LLC ("HUNTERSINC.COM" OR "WE") AND YOU ("MEMBER" OR "YOU") (EACH REFERRED TO AS A "PARTY" OR THE "PARTIES"), PERTAINING TO, AMONG OTHER THINGS, THE ACCESS TO AND USE OF ALL OF THE HUNTERSINC.COM PLATFORM, DEVICE APPLICATIONS, MEMBERSHIP AND MEMBER PAGES, AND OTHER SERVICES (COLLECTIVELY, THE "SERVICES") MADE AVAILABLE OR PROVIDED FROM THIS WEBSITE (OR ANY SUBDOMAINS THEREOF) OPERATED BY HUNTERSINC.COM, INCLUDING WITHOUT LIMITATION WWW.HUNTERSINC.COM, AND ANY OFFICIAL SOCIAL MEDIA ACCOUNTS MAINTAINED BY HUNTERSINC.COM (COLLECTIVELY, THE "SITES"). BY ACTIVATING, PURCHASING, ACCESSING OR USING ANY FEATURE OF THE SITE OR THE SERVICES, CLIENT ACKNOWLEDGES ITS CONSENT TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF SERVICE. IF YOU ARE ENTERING INTO THESE TERMS OF SERVICE ON BEHALF OF A PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO OUR AGREEMENT AND ALL USERS WHO OPEN USER ACCOUNTS UNDER SUCH ENTITY'S CORPORATE ACCOUNT, IN WHICH CASE "YOU" SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE, YOU MUST EITHER SELECT THE "DO NOT ACCEPT" BUTTON OR SIMPLY DO NOT CLICK THE "ACCEPT" BUTTON (WHICHEVER IS APPLICABLE) AND YOU MAY NOT USE THE SITES OR THE SERVICES.

The Sites and all of the content and information found on the Sites, and the Services (including the facilitation of booking and payment service) provided by us on the Sites are owned, operated and provided by HuntersInc.com, LLC and are provided for your personal, non-commercial (B2C) use only, subject to the terms and conditions set out in these Terms of Service. Our (B2B) commercial business relationships with each of the Outfitters are governed by separate terms and conditions and/or agreements. Each Outfitter has agreed to act in a professional manner when making its products and/or services available on or through HuntersInc.com (both for its business-to-business ("B2B") and/or business-to-consumer ("B2C") relationship).

To uphold the quality and reputation of HuntersInc.com products and services, Member's use thereof is subject to these Terms of Service. If Member is found to be in violation of any terms of these Terms of Service at any time, as determined by HuntersInc.com in its sole discretion, HuntersInc.com may warn you, suspend the affected Service, or terminate your account. Please note that HuntersInc.com may change the Terms of Service at any time, and it is a Member's responsibility to keep up-to-date with and adhere to the posted Terms of Service. All capitalized terms used herein have the meanings stated in these Terms of Service.

Definitions

"HuntersInc.com", "us", "we" or "our" means HuntersInc.com, LLC, a limited liability company incorporated under the laws of the State of Texas, United States of America.

"Platform" means the website, mobile website, and device applications on which the Booking is made available owned, controlled, managed, maintained and/or hosted by HuntersInc.com.

"Outfitter" means the tour provider, trip provider, guide, operator, or professional hunter who offers hunting tours for reservation.

"Member", or "you" means the subscriber, hunter, or customer who uses the facilities of the Platform to make a Booking with an Outfitter or to access any other service the Platform offers.

"Member Page" means the online account and public webpage on the Sites where a Member can post his or her personal text, comments or pictures related to a Hunt or Package, rate via the star rating system any Booking and/or share information with other Members.

"Membership Fee" means the fee or price (where applicable) charged by HuntersInc.com for a Member's access and use of the Booking and Member Page features of the Services.

"Booking" means the online purchase, order, (facilitated) payment or reservation service for a "Hunt" as offered or enabled by HuntersInc.com in respect of various products and services made available by Outfitters on the Platform.

“Hunt” means the trip, tour, or hunt offered by the Outfitter.

“Daily Rate” means the daily fee rate that an Outfitter charges a Member for their services during a Hunt. The terms and conditions of the Daily Rate are defined by each Outfitter.

“Package” means a Hunt or Booking that is not offered on the basis of a Daily Rate, but rather as an inclusive package, subject to the separate terms and conditions of each Outfitter.

“Trophy Fee” means the itemized fee charged by the Outfitter for the harvesting of an animal, subject to the terms and conditions of each Outfitter.

Electronic Signature Consent to These Terms of Service and Online Agreements

Your access and use of the Services will be managed through your account on the Site. HuntersInc.com relies on an electronic signature process as official authorization for your agreement as well as any changes to these Terms of Service or any transactions conducted in the Sites. You will be asked to provide your password and click a “submit signature” button upon set-up and activation of your account and any transaction conducted in the Sites as your signature authorization. By accessing the Sites and, where prompted clicking “I agree”, “I accept”, or “Click to Consent”, you agree to conduct each transaction by electronic means and HuntersInc.com and you hereby state that electronic signatures shall have the same force and effect as an original signatures with respect to these Terms and all Bookings and other electronic or written agreements entered into between you and HuntersInc.com on the Sites. You may revoke approval of this electronic signature process at any time with prior written notice to HuntersInc.com from your account; however this will result in HuntersInc.com’s suspension or termination of the Services absent your acknowledgment of agreement or consent by other valid legal means.

Our Services

HuntersInc.com provides a digital, online Platform through which all types of Outfitters can advertise and sell their Hunts and Packages and related pricing (including Trophy Fees) to Members of the Platform.

The Sites are published and maintained by HuntersInc.com for your reference and information. You are welcome to browse, download from, communicate with, and otherwise use the Sites subject to the terms and conditions contained in these Terms of Service and all applicable laws, rules, and regulations. HuntersInc.com retains the right to refuse you access to the Sites or any of its resources, and to terminate or suspend your access at any time.

By making a Booking and purchasing a Hunt or Package through HuntersInc.com, you enter into a direct (legally binding) contractual relationship with the Outfitter at which you book. HuntersInc.com is a facilitator for the Member and Outfitter through which we receive a commission payment from the Outfitter. Our Booking feature is free of charge to the Member and we will not charge you any additional (reservation or booking) fees to the final price offered by the Outfitter.

The information on our Platform is provided on an "as is" and "as available" basis and is based on the information provided to us by the Outfitter. As such, the Outfitter is given access to an extranet through which they are fully responsible for updating information that is displayed on the Sites (including prices and availability). Although we use reasonable skill and care in performing our Services we will not verify if, and cannot guarantee that, all of the information posted by the Outfitter is accurate, complete or correct. Each Outfitter remains responsible at all times for the accuracy, completeness and correctness of the information displayed on our Platform with respect to each Hunt.

We strive to update our Platform regularly, and may change the content at any time. If necessary, HuntersInc.com reserves the right, in its sole discretion, to modify, suspend, or terminate our Platform and/or any portion thereof, including any service or product available through our Platform, at any time for any reason with or without notice to you the Member.

You acknowledge that HuntersInc.com will enter into transactions with other Members and/or Outfitters who may be within the same markets or territory as you and that nothing in these Terms of Service shall restrict or limit HuntersInc.com from performing services similar in nature to the Services for any other person or entity in any market or territory both during and after the term of these Terms of Service.

HuntersInc.com does not represent or warrant that the Sites and the Platform will be error free, free of viruses or other harmful components, or that defects will be corrected. We may make changes to the features, functionality or content of the Sites and the Platform at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Sites, including your Member Page.

In the performance of the Services, HuntersInc.com shall be an independent contractor, acting on its own behalf and shall have no authority to act in any other capacity and shall not be an agent of a Member or an Outfitter. Neither you nor an Outfitter has authority to direct or control the methods or means by which HuntersInc.com performs the Services. Moreover, nothing contained in these Terms of Service shall be deemed or construed to create a partnership or joint venture at any time between HuntersInc.com, an Outfitter and you.

You acknowledge that our Platform allows you to make your own independent evaluations as to whether or not you are interested in entering into any Booking for a Hunt, a Package or an animal harvesting associated with a Trophy Fee with the Outfitters shown on the Platform. You must exercise your own discretion in entering into a Booking or participating in any Hunt or Package or other animal harvesting associated with a Trophy Fee. Any contract or agreement for a Hunt, a Package or an animal harvesting associated with a Trophy Fee subject to a Booking (other than these Terms of Service) is solely between you and the Outfitter. You acknowledge and agree that you will look solely to the Outfitter (and not HuntersInc.com) for the performance or non-performance of any Booking and that you and the Outfitters shall be solely responsible for abiding by all applicable industry and professional standards, laws, regulations, treaties and conventions and for maintaining adequate insurance coverages and applicable licenses, permits and bonds at all times.

While HuntersInc.com endeavors to keep the Booking information and materials on the Sites current, Booking information can change rapidly and thus, the materials on the Sites should not be relied upon to be fully comprehensive, complete or up-to-date or error free. You should use the Booking information in the same manner as any other informational medium and should not rely on the Booking information to the exclusion of your own judgment. Information obtained by using the Sites is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your hunting trip or personal or business purposes.

Member Accounts

HuntersInc.com offers multiple categories of Membership, some of which are free of charge and others which are paid subscriptions. See "Payment Terms" below for further details regarding recurring payments thereof.

Browsing of the Sites' public pages is currently provided free of charge to any person. However, access to the Services and certain features of the Sites will require an account to be first established and activated for you. You may sign up for an account on-line by downloading the application free of charge and subsequently purchasing access to the Sites (where applicable) through the application or website. If you request an account for any Services available by membership (including a Member Page), HuntersInc.com will permit you to set up an on-line account to the Sites. When you register for an account, you will be asked to create a unique user name (and/or a forum name), a password and a valid email address for your account. You will be asked whether you have read these Terms of Service and agree to abide by its terms. You may be asked specific questions if you are seeking to use certain features of the Sites (such as the Member Page and the Booking features), and your answers to those questions will determine whether or not you are eligible to register for those features. If you answer "I agree" and you answer all of the questions posed for each feature and otherwise are eligible, your account may be activated. If you answer "I Do Not Agree" or otherwise do not answer all of the questions or otherwise are not eligible, your account will not be activated and you will not be permitted to access the Services online.

HuntersInc.com reserves the right to decline, suspend or activate an account for any person or entity for any reason. Prior to your account being activated you must confirm your agreement to and acceptance of these Terms of Service by clicking on "I agree", "I accept", or "Click to Consent". Once you have confirmed your acceptance, you will be permitted to log in, view, submit for booking, and use the Services and post content on the Member Page for which you have been registered. By making such confirmation, you acknowledge that you have read these Terms of Service, understand your rights and obligations, and agree to be bound by these Terms of Service.

You must have a password to access the Services online via your account. You are responsible for maintaining the secrecy of your password and protecting against unauthorized use of your password. You also are responsible for all

activities that occur under your password and user name or your account made by you or others. You will immediately notify HuntersInc.com if your password is lost, stolen, disclosed to an unauthorized third party or otherwise has been compromised or if there is any other breach of security. You must ensure that you exit from your account at the end of each session. You will be permitted to access only those portions of the Sites for which you have been granted permission to use by HuntersInc.com.

There is no minimum age restriction for use of the Services. Individuals under the age of 18, or applicable age of majority, may utilize the Services only with the consent and/or involvement of a parent or legal guardian and otherwise subject to these Terms of Service.

In consideration of your use of the Sites and the Services, you agree to: (i) provide true, accurate, current and complete information about yourself (and if a corporate account, your company) as prompted by our account activation form; and (ii) maintain and promptly update such account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such account information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Sites or the Services or any portion thereof. Your membership and right to use the Sites and the Services is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.

HuntersInc.com reserves the right to establish general practices and limits concerning the Services and user accounts at any time (and may modify such practices and limits at its sole discretion), including without limitation the maximum number of days that any information or content will be retained and the maximum amount of disk space that will be allotted on HuntersInc.com's servers on your account. Without limiting the foregoing, you agree that HuntersInc.com shall have no responsibility or liability for the deletion or failure to deliver or store your content on the Member Page, or any information, pictures, or content provided by or stored by you, regardless of whether such deletion or failure was due to the established practices or limits of the Services or as a result of error, intentional misconduct, or negligence of HuntersInc.com. You acknowledge that HuntersInc.com reserves the right to log off user accounts that are inactive for an extended period of time and reserves the right at any

time, and from time to time, to modify or discontinue, either temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that HuntersInc.com shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services, your account or your Member Page.

YOU WILL INDEMNIFY AND HOLD HUNTERSINC.COM AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS AND SERVICE PROVIDERS HARMLESS FROM AND AGAINST ANY LAWSUIT, CLAIM, DAMAGE, LIABILITY, OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY HUNTERSINC.COM AND ITS OFFICERS, DIRECTORS, EMPLOYEES, USERS, AFFILIATES, LICENSORS AND SERVICE PROVIDERS PERTAINING TO HUNTERSINC.COM'S USE OF THE INFORMATION AND CONTENT PROVIDED BY YOU ON YOUR MEMBER PAGE, YOUR FAILURE TO ABIDE BY THESE TERMS OF SERVICE, YOUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, YOUR ACTIONS OR PARTICIPATION IN A HUNT OR A PACKAGE OR ANY ANIMAL HARVESTING ASSOCIATED WITH A TROPHY FEE, OR ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OR RIGHT OF PUBLICITY OR PRIVACY OF ANY THIRD PARTY THAT RELATES TO ANY INFORMATION, IMAGE, VOICE, NAME, PERSONALLY IDENTIFIABLE INFORMATION OR CONTENT PROVIDED FOR YOUR MEMBER PAGE OR ANY FEATURE OF THE SITES, EVEN IF ANY SUCH CLAIMS, DAMAGES, LIABILITY OR EXPENSE ARE BASED IN WHOLE OR IN PART ON HUNTERSINC.COM'S OWN NEGLIGENCE. YOU ACKNOWLEDGE AND AGREE THAT YOU INTEND THE INDEMNIFICATION PROVIDED FOR HEREIN TO INCLUDE INDEMNIFICATION FOR NEGLIGENCE OF HUNTERSINC.COM.

Payment Terms

HuntersInc.com facilitates all payments between the Outfitter and the Member in order for a Booking to be completed. Such payments are accommodated by various means, including, but not limited to, credit/debit card, ACH, bank wire, SWIFT, etc. Where payments are made by credit/debit card, such payments are safely processed from your credit/debit card through a third-party payment processor that uses secure online payment facilities.

In the event of credit card fraud or unauthorized use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the

charges resulting from such fraud or misuse, which may sometimes be subject to a deductible. In order for any such fraud or misuse to be redressed, please make sure that you report any apparent fraud to your credit card provider and contact us immediately by email at admin@huntersinc.com.

Please state "credit card fraud" in the subject line of your email and provide us with evidence of the charged deductible (e.g. policy of the credit card company). This process only applies to credit card reservations made using HuntersInc.com's secure server and the unauthorized use of your credit card resulting through our breach of these Terms of Service or our gross negligence or willful misconduct and through no fault of your own while using the secure server.

You acknowledge and agree that: (i) HuntersInc.com is merely acting as a facilitator of payment and booking for the particular Hunt or Package and any related Booking fees or Trophy Fees due for the particular Hunt or Package between the Outfitter and you; (ii) HuntersInc.com does not operate or manage any particular Hunt or Package; and (iii) HuntersInc.com is not responsible or liable in any way for the performance or non-performance of the Outfitter on a Hunt or Package or your ability or inability to harvest an animal for which you were charged or paid a Trophy Fee.

PAYMENTS FOR MEMBERSHIPS (ALL CATEGORIES) ARE NONREFUNDABLE (WHERE APPLICABLE) AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the Services through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our Members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. In order to cancel a Membership, please contact us at admin@huntersinc.com at least thirty (30) days prior to the annual automatic renewal of your membership period.

HuntersInc.com will charge the Membership Fee (where applicable) upon the activation of your account and each 12-month anniversary thereafter for as long as your user account is active. Unless otherwise agreed upon in writing by HuntersInc.com, all Services shall be performed subject to your full payment of the Membership Fees. HuntersInc.com reserves the right to increase or decrease

the Membership Fee from time to time by HuntersInc.com at its sole discretion. HuntersInc.com reserves the right to suspend the Services and access to your user account in the case any Membership Fees payable are more than thirty (30) days late. Any late payment for amounts due shall be subject to any costs of collection (including reasonable legal fees) and will bear interest at a rate of one and one-half percent per month or fraction thereof until paid. You further authorize HuntersInc.com to charge any invoices and/or to pre-authorize at the beginning of each billing period the credit card or other financial account associated with your user account for any and all fees due under these Terms of Service. HuntersInc.com will not be responsible for any refunds of annual Membership Fees, irrespective of the cause for cancellation or revocation thereof.

Note that all prices for a Membership Fee, a Booking, a Hunt or Trophy Fee are quoted in United States Dollars (USD / \$) only.

Booking & Cancellation Policy

HuntersInc.com does not set prices for a Hunt or Package, or any Daily Rates or Trophy Fees. By making a Booking with HuntersInc.com, you accept and agree to the following booking and cancellation policies and conditions:

- A Member may secure a Booking only when a deposit of sixty percent (60%) of the total cost of the Daily Rate of the Hunt or of the total cost of the Package (whichever is applicable) is paid to HuntersInc.com on behalf of the Outfitter, one hundred eighty (180) days prior to the commencement of the hunt. The remaining forty percent (40%) balance is due no later than ninety (90) days prior to the commencement of the Hunt or Package. If the Hunt or Package is scheduled to take place sooner than 90 days from the date that the Booking is made, then the full one hundred percent (100%) cost of the Daily Rate for the Hunt or the Package must be paid in a single payment.
- When a Booking is cancelled by a Member prior to one hundred eighty (180) days from the commencement of a Hunt or the Package, HuntersInc.com will refund the Member ninety percent (90%) of the amount paid by the Member to initially secure the Booking. Ten percent (10%) of the amount paid will be withheld as non-refundable by HuntersInc.com for handling fees. Any amounts paid by the Member for a Booking cancelled by the Member fewer than one hundred eighty (180)

- days from the scheduled commencement of the Hunt or Package shall not be refunded, but may be postponed or re-booked for a later date in the same year (or the next, but not later) the Hunt was originally scheduled to take place in, subject to the availability of the Outfitter's schedule. In such a case, any changes in Daily Rate or Trophy Fees per the rates published on the Platform by the Outfitter would be applicable.
- In the event that a Member's booking is cancelled within the one hundred eighty (180) day time frame noted above and the hunt is not able to be postponed or re-booked, or alternatively a Member experiences illness, death or any other circumstance resulting in the Member not being able to fulfill his/her obligations to engage in the Hunt or Package, the result will be a forfeiture of the Member's deposit/payment. It is therefore advisable for Members to purchase trip cancellation insurance to cover any such potential losses.
 - Please note that certain Hunts or Packages or other special offers made by the Outfitter at the time of Booking are not eligible for cancellation or change. Please check the details thoroughly for any such conditions prior to making your Booking.
 - When making a booking Members further agree that they have read, acknowledge and accepted the "Outfitter Terms & Conditions" as specifically provided by the Outfitter in the respective Hunt or Package. The Member binds itself to the said terms and conditions accordingly.

Member Responsibilities

By making a Booking with HuntersInc.com, you accept and agree that HuntersInc.com makes no guarantee for, does not arrange for, and bears no responsibility for logistical arrangements or supplementary documentation related to or required for a Hunt. You, the Member, bear sole responsibility for making such logistical arrangements or obtaining supplementary documentation that includes, but is not limited to the following: travel to and from or before and after the Hunt that is not expressly included in the Hunt Booking, passports, visas, vaccinations, immunizations, other health precautions, insurance of any kind, hunting licenses, trophy shipping, taxidermy, trophy import/export permits, firearms and ammunition import/export permits.

Restrictions on Use of the Sites

You may use the Sites for purposes expressly permitted by HuntersInc.com, as set forth in these Terms of Service. You may not use the Sites for any other purpose, without HuntersInc.com's express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand the Sites (or any page thereof), or (ii) frame the Sites (or any page thereof), or (iii) hyper-link to the Site (or any page thereof), without the express prior written permission of an authorized representative of HuntersInc.com. For purposes of these Terms of Service, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Sites or content accessible within the Sites. You agree to cooperate with HuntersInc.com in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

You further agree not to post, send, submit, publish, or transmit in connection with the Platform or any portion of the Sites any information or material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to the Sites;
- threatens or abuses others, libels, defames, invades privacy, stalks, is racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity or privacy;
- violates any law or may be considered to violate any law;
- impersonates any person or entity, including, without limitation, one of HuntersInc.com's or other's officers or employees or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or

soliciting goods or services) except as may be specifically authorized on the Sites;

- solicits funds, advertisers or sponsors;
- includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Sites;
- interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on HuntersInc.com or its licensors or service providers' infrastructure;
- involves the preparation and/or distribution of "junk mail", "spam", "chain letters", "pyramid schemes" or other deceptive on-line marketing practices or any unsolicited bulk email or unsolicited commercial email or otherwise in a manner that violates the Controlling the Assault of Non-Solicited Pornography and Marketing Act (U.S. CAN-SPAM Act of 2003);
- would encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international laws or regulations;
- involves the unauthorized entry to any machine accessible via the Services or interference with the Sites or any servers or networks connected to the Sites or disobey any requirements, procedures, policies or regulations of networks connected to the Sites, or attempt to breach the security of or disrupt Internet communications on the Sites (including without limitation accessing data to which you are not the intended recipient or logging into a server or account for which you are not expressly authorized);
- collect or store personal data about other account users or attempt to gain access to other Members' users accounts or otherwise mine information about other Members or the Sites;
- execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Sites' servers or any data not intended for you;
- attempt to circumvent authentication or security of any content, host, network or account ("cracking") on or from the Sites;
- are contrary to HuntersInc.com's public image, goodwill, reputation or business interests;

- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of the Sites or any networks connected to the Sites; or
- contains links to other web sites that contain content that falls within the descriptions set forth above.

In addition you will not, and will not assist, enable or permit others to, directly or indirectly (i) modify, enhance, alter, or prepare derivative works based on any of HuntersInc.com or its licensors or service providers' content, software or infrastructure, (ii) decompile, decode, unlock, attempt to discover the source code of, or otherwise reverse engineer, any of HuntersInc.com or its licensors or service providers' software or infrastructure, or (iii) sublicense, sell, rent, lease, transfer, assign, or convey any rights under these Terms of Service to any third party, or otherwise commercially exploit or profit from the information or content of the Sites (or any part or portion thereof).

IMPROPER USE OF THE SITES OR SERVICES WILL RESULT IN LOSS OF YOUR ACCOUNT ACCESS AND MAY RESULT IN CIVIL AND CRIMINAL LIABILITIES.

Intellectual Property Rights

Unless expressly stated otherwise, we own our Platform, including all of the text, images, software, data, documentation, content, trademarks or other materials contained on the Platform. You will not copy or transmit any part and/or content of our Platform, except for your personal, non-commercial use on your computer. Accordingly, the Platform (and any content therein) may not be copied, reproduced, displayed, downloaded, translated, distributed, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of HuntersInc.com. You may print out copies of your Member Page or any Content related to your Booking for a particular Hunt or Package; however, in doing so, you may not remove or alter, or cause to be removed or altered, any patent, copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any such content. Modification or use of the Sites (including any content) except as expressly provided in these Terms of Service violates HuntersInc.com's intellectual property rights. You shall not, and shall not permit its users to, remove any patent, copyright, trade secret, trademark, service mark or other proprietary legend or notice that appears on or in the Sites (or any content herein). Neither title nor intellectual property rights are transferred to you by access to the Sites. Nothing in these Terms Of Service

should be construed as conferring by implication, estoppel or otherwise, any license or right under or to any intellectual property right, including without limitation, any patent, trademark, service mark or copyright of HuntersInc.com or any third party.

HuntersInc.com and the HuntersInc.com logo are trademarks or trade names of HuntersInc.com. Other trademarks, trade names or company designations on our Platform belong to the respective Outfitters or third party service providers or sponsors and may be mentioned in our Platform for identification purposes only. You should contact the appropriate Outfitter for more complete information regarding such trademarks and trade names. Your use of and access to our Platform does not grant you any license or right to use any of the trademarks or trade names included on our Platform.

We welcome and encourage you to provide feedback including Members' reviews, comments and suggestions for improvements to our Platform. You may submit feedback by emailing us at info@huntersinc.com or through the "Contact US" section of the Sites. However, if you provide us with feedback including but not limited to Members' reviews, suggestions, ideas, ratings or any similar or information, you agree that: (i) all remarks, suggestions, ideas, graphics, or other information about the Sites (or any service, information, content or documentation therein) communicated by you or any end user or customer to us (collectively, a "Submission") in any form, media, or technology now known or later developed, regardless of the state of completion at any time, and all intellectual property rights from the date of creation or inception will forever be our property; (ii) we can use and share a Submission without your consent and we will not be required to treat any Submission as confidential, and will not be liable to you or others for any ideas (including without limitation, product, service or advertising ideas) comprising Submissions, all of which may be freely used without compensation, accounting or restrictions, and will not incur any liability as a result of any similarities that may appear in our future products, services or operations; and (iii) at our request and expense, you will execute documents and take such further acts as we may reasonably request to assist HuntersInc.com to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Submissions. You understand that we do no control, and we are not responsible to review the Submissions. However, we reserve the right to review, edit, or delete any Submissions at any time, or to monitor use of the Sites to determine compliance with these Terms of Service, as well the right to remove or refuse any information for any reason.

Notwithstanding these rights, you remain solely responsible for the content of your Submissions and any postings or transmissions generated by the use of the Services. You acknowledge and agree that neither HuntersInc.com nor any third party that provides content to HuntersInc.com will assume or have any liability for any action or inaction by HuntersInc.com or such third party with respect to your Submissions.

In certain parts of the Sites, HuntersInc.com may permit third parties to rate or provide comments and information about a particular Booking or Outfitter or other Members for informative purposes in furtherance of the Services. HuntersInc.com may from time to time post information provided by third parties that might be of interest or benefit to the public. You acknowledge that, irrespective of postings, the ratings, opinions and recommendations of Members or third parties contained on the Sites are not necessarily those of HuntersInc.com or endorsed by HuntersInc.com.

The U.S. Consumer Review Fairness Act gives you certain protections against “gag” clauses prohibiting the disparagement of a service provider’s service offerings. The parties acknowledge and agree that, notwithstanding anything to the contrary herein, no clause in these Terms of Service shall be constructed to (i) prohibit or restrict the ability of, or impose a penalty or fee against, you from engaging in any Covered Communication or (ii) transfer or require you to transfer to HuntersInc.com any intellectual property rights in any otherwise lawful Covered Communication other than the non-exclusive license set forth in this clause; provided however that: (1) the foregoing shall not affect (A) any duty of confidentiality imposed by law, (B) any civil actions for defamation, libel or slander or any similar causes of action, or (C) HuntersInc.com’s right to remove or refuse to display publicly on an Internet website or webpage owned, operated or otherwise controlled by HuntersInc.com any Covered Communication that contains the personal information or likeness of any person, or is libelous, harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or is unrelated to the goods and services offered by or available on the Sites; and (2) the foregoing shall not apply to the extent that the clause in these Terms of Service prohibits disclosure or submission of (A) trade secrets or commercial or financial information obtained from any person and considered privileged or confidential, (B) personnel and medical files and similar information, the disclosure of which would constitute a clearly and unwarranted invasion of personal privacy, (C) records or information compiled for law

enforcement purposes, the disclosure of which would constitute a clearly and unwarranted invasion of personal privacy, (D) content that is unlawful or otherwise meets the requirements of subsection (2)(C) above, or (E) content that contains any computer viruses, worms, or other potentially damaging computer code, processes, programs, applications or files. You grant HuntersInc.com, its successors and assign, the non-exclusive, perpetual, irrevocable, fully-paid, royalty-free right to copy, use, reproduce, edit, display, or commercially exploit any Covered Communication, in whole or in part, in any media (including Internet) whether now know or hereafter created, without the requirement of an accounting or prior written notice to you by HuntersInc.com. For purposes of this Section, "Covered Communication" means any written, oral or pictorial (including pictures, photographs, video, illustrations and symbols) review, performance assessment of, or other similar analysis of, including by electronic means, the goods, services or conduct of HuntersInc.com or any Outfitters shown on the Sites by you.

Member Page

You may post reviews, messages or other content from certain features on the Sites, including your Member Page. Any content submitted to HuntersInc.com will be treated as non-confidential and non-proprietary, and may use any content in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future HuntersInc.com operations. HuntersInc.com reserves the right, and you authorize us, to the use and assignment of all information generated from the use of the Sites or the Services uses by you and any end users or customers accessing the Sites and all information provided by you in any manner consistent with our Privacy Policy.

You acknowledge that you are responsible for whatever material submitted by you, and you, not us, have full responsibility for the content of your Member Page thereof, including its legality, reliability, appropriateness, originality, and accuracy. To the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any content posted by you. By posting such content on the Site, you represent to HuntersInc.com that you own or have the right to use and permit HuntersInc.com to use such content in the manner stated above. You agree not to post any photographs or text that belongs to any person other than yourself

or that contains the name, voice, likeness or other personally identifiable information of any person other than yourself unless you first obtain permission to do so from that person.

Member Reviews

A Member's review may be (i) uploaded onto the relevant Outfitter's information page on our Platform for the sole purpose of informing customers of your opinion of the service level and quality of the Outfitter, and (ii) (wholly or partly) used and placed by HuntersInc.com at its sole discretion (e.g. for marketing, promotion or improvement of our services) on our Platform or the Site, newsletters, special promotions or other channels used by HuntersInc.com. We reserve the right to adjust, refuse or remove reviews at our sole discretion.

Links and Ads

The Sites may contain, from time to time, paid advertisements, sponsorships or other links to other websites that are not maintained by, or related to, HuntersInc.com. Advertisements, sponsorships or links to such websites are provided as a service to users and the entities listed therein are not affiliated with HuntersInc.com. HuntersInc.com has not reviewed any or all of such websites and is not responsible for the content of those websites. Links are to be accessed at the user's own risk, and HuntersInc.com makes no representations or warranties about the content, completeness or accuracy of these advertisements, sponsorship or links or the websites linked to the Sites. Further, the inclusion of any advertisement, sponsorship or link to a third-party website does not necessarily imply affiliation or endorsement by HuntersInc.com of that website.

Miscellaneous

Any notice, demands, or communication that is required to be given to the other party in connection with these Terms of Service shall be in writing and shall be deemed given or served in accordance with the provisions of these Terms of Service when notice is hand delivered or delivered by electronic mail, subject to confirmation of receipt, traceable express mail carrier or deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested, and addressed to HuntersInc.com, LLC, P.O. Box 7920,

Waco, Texas 76714, Email: admin@huntersinc.com, and to you at the address specified in your user account, or at such other address as may have been theretofore specified by written notice delivered in accordance with these Terms of Service.

If any provision of these Terms of Service is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these Terms of Service.

HuntersInc.com shall have the right to use a Member's name as a customer reference in its customer listings and promotional advertisements without the prior written consent of a Member.

You agree that the statute of limitations for any claim against HuntersInc.com shall be brought within one year from when the claim arose, and any claims not brought within such period of time shall be deemed waived.

Failure by HuntersInc.com to enforce any particular term of these Terms of Service shall not be construed as a waiver of any of our rights hereunder.

You may not assign or transfer its rights and obligations under these Terms of Service without the prior written consent of HuntersInc.com, and any assignment made or attempted in violation hereof shall be null and void.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

OUR PLATFORM AND ALL CONTENT AND SERVICES PROVIDED ON OUR PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HUNTERSINC.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY.

HUNTERSINC.COM MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT: (I) OUR PLATFORM WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (II) THE CONTENT WILL BE UP-TO-DATE,

COMPLETE, COMPREHENSIVE, ACCURATE OR APPLICABLE TO YOUR CIRCUMSTANCES; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR PLATFORM WILL BE ACCURATE OR RELIABLE; OR (IV) THE QUALITY OF ANY HUNTS, PACKAGES, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

SUBJECT TO THE LIMITATIONS SET OUT IN THESE TERMS AND CONDITIONS AND TO THE EXTENT PERMITTED BY LAW, WE SHALL ONLY BE LIABLE FOR DIRECT DAMAGES ACTUALLY SUFFERED, PAID OR INCURRED BY YOU TO THE EXTENT DIRECTLY AND PROXIMATELY CAUSED BY A MATERIAL UNCURED BREACH OF OUR OBLIGATIONS UNDER THESE TERMS OF SERVICE WITH RESPECT TO THE SERVICES, UP TO AN AGGREGATE AMOUNT OF THE AGGREGATE COST OF YOUR RESERVATION AS SET OUT IN THE CONFIRMATION EMAIL FOR THE BOOKING AT ISSUE (WHETHER FOR ONE EVENT OR SERIES OF CONNECTED EVENTS). IN NO EVENT SHALL HUNTERSINC.COM'S AGGREGATE AND COMPLETE LIABILITY TO YOU AND ANY THIRD PARTY IN CONNECTION WITH ANY AND ALL OF ITS SERVICES PROVIDED BY HUNTERSINC.COM, HOWEVER ARISING, EXCEED A MAXIMUM OF USD \$1,000.00.

HOWEVER AND TO THE EXTENT PERMITTED BY LAW, WE (TOGETHER WITH OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AND PROVIDERS) WILL NOT BE RESPONSIBLE OR LIABLE FOR: (I) ANY DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS THE RESULT OF YOUR ACCESS TO THE SITES, YOUR DOWNLOADING OF ANY CONTENT FROM THE SITES; (II) ANY PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, ANY LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF CONTRACT, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, LOSS OF CLAIM; (III) ANY INACCURACY RELATING TO THE INFORMATION (INCLUDING RATES, AVAILABILITY AND RATINGS) OF THE OUTFITTERS AVAILABLE ON OUR PLATFORM; (IV) THE SERVICES RENDERED OR THE PRODUCTS OFFERED BY THE OUTFITTER WITH RESPECT TO ANY HUNT OR PACKAGE OR ANY ANIMAL HARVESTING ASSOCIATED WITH A TROPHY FEE; (V) ANY (DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE) DAMAGES, LOSSES OR COSTS SUFFERED, INCURRED OR PAID BY YOU, PURSUANT TO, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE OR DELAY OF OUR PLATFORM; OR (VI) ANY PERSONAL

INJURY, DEATH, PROPERTY DAMAGE, OR OTHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR COSTS SUFFERED, INCURRED OR PAID BY YOU, WHETHER DUE TO ACTS, ERRORS, BREACHES, NEGLIGENCE, WILLFUL MISCONDUCT, OMISSIONS, NON-PERFORMANCE, MISREPRESENTATIONS, TORT OR STRICT LIABILITY BY OR WHOLLY OR PARTLY ATTRIBUTABLE TO THE HUNTS OR THE PACKAGES OFFERED ON THE SITES. THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF WE, OR ANY OF OUR AUTHORIZED REPRESENTATIVES, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF THE REMEDIES STATED IN THESE TERMS OF SERVICE FAIL OF THEIR ESSENTIAL PURPOSE.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT HUNTERSINC.COM SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, COST, DAMAGE, CLAIM, DEMAND, CAUSE OF ACTION OR EXPENSE (INCLUDING, WITHOUT LIMITATION, THE COST OF INVESTIGATING ANY CLAIM, THE COST OF LITIGATION AND ATTORNEYS' FEES, WHETHER OR NOT LEGAL PROCEEDINGS ARE INSTITUTED), OR ANY COMPENSATORY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) (COLLECTIVELY, "MEMBER LIABILITY"), ARISING FROM ANY ACCESS TO, USE, OPERATION OR FAILURE OF THE PLATFORM OR THE SITES, OR ANY CONTENT, INFORMATION OR ANY SERVICES PROVIDED BY, THROUGH OR IN CONNECTION WITH THE SITES, OR ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGES OR OTHER FINES, CIVIL OR CRIMINAL CHARGES OR IMPRISONMENT RELATED IN ANY WAY TO A BOOKING FOR A HUNT OR A PACKAGE OR ANY ANIMAL HARVESTING ASSOCIATED WITH A TROPHY FEE. YOU AGREE TO RELEASE, IDEMNIFY AND HOLD HARMLESS HUNTERSINC.COM FROM AND AGAINST ANY AND ALL SUCH MEMBER LIABILITY, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR NEGLIGENCE OF HUNTERSINC.COM. YOU FURTHER AGREE TO MAINTAIN AN INSURANCE POLICY IN COVERAGE LIMITS AND AMOUNT SUFFICIENT TO SATISFY YOUR INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS OF SERVICE AND TO NAME HUNTERSINC.LLC AS AN ADDITIONAL INSURED UNDER SUCH INSURANCE POLICY AND PROVIDE A COPY THEREOF UPON HUNTERSINC.COM'S REQUEST.

Legal Compliance

You agree to comply with all applicable local, domestic and international laws, statutes, rules, policies, procedures ordinances and regulations imposed by any government entity or other public agency regarding your use of the Sites or the Services, including without limitation a Hunt or Package or an animal harvesting associated with a Trophy Fee that is booked using the Booking feature of the Sites.

Term & Termination

These Terms Of Service are effective from the date that you first access the Site or on the date that you activate your account for the Services, whichever is earlier, and continues in effect until terminated in accordance with these Terms of Service.

HuntersInc.com may terminate your access to the Site or the Services at any time for any reason. Cause for such termination shall include, but not be limited to: (i) breaches or violations of these Terms Of Service; (ii) requests by law enforcement or other government agencies; (iii) a request by you (self-initiated account deletions); (iv) discontinuance or material modification to the Services (or any part thereof); (iv) unexpected technical or security issues or problems; (v) extended periods of inactivity; (vi) fraudulent or illegal activities performed by or on behalf of you in connection with the Services or the Sites; (vii) discontinuance of the Services as a whole; (viii) a statement by you that you no longer agree to these Terms of Service, or a statement by you otherwise requesting termination of your access to the Services; (ix) completion of the Service in which you are participating; (x) your non-renewal or non-payment for any Membership Fees applicable to the Service; and/or (xi) any other reason reasonably considered by HuntersInc.com to be in its best interest.

Your access to the Sites or the Services also will terminate automatically if you fail to comply with any term or provision of these Terms of Service. You agree that any termination of your account and/or your access to the Sites or the Services may be effected without prior notice and you acknowledge and agree that HuntersInc.com may immediately deactivate or delete your account and all related information, files or content in your account and/or bar any access to such information or content by you or others. HuntersInc.com shall not be

obligated to return or provide copies of any information, files or content in your account to you upon deactivation.

You may deactivate your account at any time subject to full payment of any costs or fees charged to your account(s). In order for us to deactivate your account, you must provide us with written notice. You may look under "My Account" and follow the instructions for providing written notice to us so that your account will be deactivated. You acknowledge that our entire liability and your exclusive remedy under these Terms of Service for any dispute with us shall be your right to terminate your account in accordance with this section.

You further agree that the HuntersInc.com shall not be liable to any third-party for any termination or deactivation of your access to your account(s) or the Sites.

Upon termination, HuntersInc.com will have no further obligation or responsibility to you with respect to the Services terminated, and you will have no further obligation or responsibility to HuntersInc.com with respect to the Services terminated or the Sites; provided, however, the foregoing statement does not apply to any liability, responsibility, or obligation of either party existing or arising prior to the effective date of termination. Your obligations under these Terms of Service, which by their nature are intended to survive termination (such as indemnification) shall survive the termination of your access to the Sites or the Services.

Security

You will be responsible for the security of any username or password that may be issued to you by HuntersInc.com or that you may acquire or obtain. Usernames and passwords will generally only be provided by HuntersInc.com to representatives and agents of those persons, entities, or organizations that participate in the electronic funds transfer network operated by HuntersInc.com. In any event, usernames and passwords shall be issued by HuntersInc.com in HuntersInc.com's sole and absolute discretion. HuntersInc.com will be entitled to monitor your username and password and, at its discretion, require you to change either or both of them. If you use a username and/or password that HuntersInc.com considers insecure, HuntersInc.com will be entitled to require the username and the password to be changed or HuntersInc.com may terminate your account.

You are prohibited from using any services or facilities provided in connection with the Sites to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, HuntersInc.com reserves the right to release your details to system administrators at other websites in order to assist them in resolving security incidents. HuntersInc.com reserves the right to investigate suspected violations of these Terms of Service.

HuntersInc.com reserves the right to share, assign or transfer the Sites (or any part thereof) and your account information to any of our affiliates or any successor in interest to our organization by merger, reorganization, or operation of law.

From time to time, HuntersInc.com may be required to provide your account information or content in response to a valid court order, subpoena, government investigation, or as otherwise required by law, or if we reasonably believe that you have committed unlawful acts or acts that may endanger the health or safety of another user or the general public. We also reserve the right to report to law enforcement agencies any activities that we, in good faith, believe to be unlawful. We may release certain account information when we believe that such release is reasonably necessary to protect the rights, property, and safety of others and ourselves. HuntersInc.com reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing HuntersInc.com to disclose the identity of anyone posting any messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Service. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS HUNTERSINC.COM FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY HUNTERSINC.COM DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER HUNTERSINC.COM OR LAW ENFORCEMENT AUTHORITIES.

Notice Of Claims Of Copyright Or Trademark Violations

The content of the Sites may include pictures, information, statements, rates, customer information, forum entries, letters, marks, slogans and other content

uploaded or provided by a Member, an Outfitter or third parties or otherwise received from third parties. HuntersInc.com reserves the right to, but it is not obligated to, review all such materials prior to posting. HuntersInc.com will not permit the use of content on the Sites that infringes on the copyright or trademarks or rights of publicity of others, and will remove any such content that violates the copyright or trademarks or other rights of others if properly notified of such violation in accordance with the procedure set forth in these Terms of Service. If you believe that any of the content on the Sites infringes your copyright or trademark rights or your rights of publicity, please provide HuntersInc.com's copyright agent (whose contact information provided below) with the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work or mark or publicity right claimed to have been infringed, or, if you believe that multiple works, marks or publicity rights have been infringed on the Sites, a representative list of such works, marks or publicity rights.
3. 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 HuntersInc.com to locate the material.
4. Information reasonably sufficient to permit HuntersInc.com to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law.
6. 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.

HuntersInc.com's copyright agent for the notice of any claim of infringement of any copyright or trademark or right of publicity is its president, who can be reached at the address for notices specified in these Terms of Service.

Please provide all of the information requested above. No specific form is required to provide HuntersInc.com with notifications of possible infringement. However, it will take HuntersInc.com longer to process your notice if any of this information is not provided, and in some cases, we may not be able to process your notice. Also please note that, due to security concerns, attachments cannot be accepted. Accordingly, any notification of possible infringement submitted electronically with an attachment will not be received or processed.

Deactivation of the Sites

HuntersInc.com reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, or any part or portion thereof, with or without notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites, or any part or portion thereof. Nothing in these Terms of Service shall be construed to obligate HuntersInc.com to maintain and support the Sites, or any part or portion thereof, during the term of these Terms of Service.

Site Location

OUR OFFICIAL SITE IS MANAGED IN MCLENNAN COUNTY, TEXAS, UNITED STATES OF AMERICA. HUNTERSINC.COM MAKES NO REPRESENTATION THAT IT OPERATES (OR IS LEGALLY PERMITTED TO OPERATE) IN ALL COUNTRIES OR GEOGRAPHIC AREAS. HUNTERSINC.COM MAKES NO REPRESENTATION THAT THE SITES, SERVICES OR INFORMATION FOUND THROUGH THE SITES OR SERVICES IS APPROPRIATE OR AVAILABLE FOR USE IN ALL COUNTRIES OR GEOGRAPHIC LOCATIONS, AND ACCESSING THE SITES FROM COUNTRIES OR TERRITORIES WHERE THE CONTENT OF THE SITES IS ILLEGAL IS EXPRESSLY PROHIBITED. IF YOU VIEW THE SITES AND/OR ACCESS THE SERVICES FROM ANY COUNTY, STATE OR COUNTRY OTHER THAN THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, YOU ACKNOWLEDGE THAT YOU ARE DOING SO ON YOUR OWN INITIATIVE AND YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS

Governing Law

These Terms of Service will be governed and interpreted pursuant to the laws of the State of Texas, United States of America, notwithstanding any principles of

conflicts of law, and the applicable laws, regulations and treaties of the United States of America. You specifically consent to personal jurisdiction in Texas in connection with any dispute between you and HuntersInc.com arising out of these Terms of Service or pertaining to the subject matter hereof. The parties to these Terms of Service each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Service or pertaining to the subject matter of these Terms of Service will be in the state and federal courts in McLennan County, Texas, U.S.A.

Arbitration

PLEASE READ THIS CAREFULLY. WE WANT YOU TO KNOW HOW IT AFFECTS YOUR RIGHTS.

At HuntersInc.com, we expect that our world-class service team will be able to resolve most issues that you may have using the Services. You can find frequently asked questions (FAQ) on the platform or contact our customer service team at info@huntersinc.com. In the unlikely event that an issue remains unresolved, we prefer to specify now what each of us should expect in order to avoid any confusion later. Accordingly, you and HuntersInc.com agree to the following resolution process.

In an attempt to find the quickest and most efficient resolution of our issues, you and HuntersInc.com agree to first discuss any issue informally for at least 30 days. To do that, please send your full name and contact information, your concern and your proposed solution by mail to us at the following Contact Address: HuntersInc.com, P.O. Box 7920, Waco, TX 76714 – Attn: Support Center, or alternatively by e-mail to: info@huntersinc.com. If we would like to discuss an issue with you, we will contact you using the email address you provided when you registered for your user account.

If we do not reach an agreed upon solution after our discussions for at least 30 days, you and HuntersInc.com agree that any claim that either of us may have arising out of or relating to these Terms of Service (including formation, performance, or breach of them), our relationship with each other, or any use of the Services (including any Booking for a Hunt or Package or an animal harvesting associated with a Trophy Fee) must be resolved through binding arbitration before the American Arbitration Association using its Consumer Arbitration Rules. As an exception to this arbitration agreement, HuntersInc.com

will give you the right to pursue in small claims court located in McLennan County, Texas, U.S.A., any claim that is within that court's jurisdiction as long as you proceed only on an individual basis.

To help resolve any issues between us promptly and directly, you and HuntersInc.com agree to begin any arbitration within one year after a claim arises; otherwise, the claim is waived. You and HuntersInc.com also agree to arbitrate in each of our individual capacities only, not as a representative or member of a class, and each of us expressly waives any right to file a class action or seek relief on a class basis.

Any arbitration hearings will be held in Waco, Texas.

You may download or copy a form notice and a form to initiate arbitration at www.adr.org. If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules. Regardless of who initiates the arbitration, HuntersInc.com will pay any other arbitration fees, including your share of arbitrator compensation.

It is important that you understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction.

If you're not sure what all of this means, of course please feel free to ask an attorney.

Specifying what happens if an issue arises with one of our users is never a fun topic. But we pride ourselves on transparency and we thank you in advance for understanding why it's important that you and HuntersInc.com agree on the process described in this "Arbitration" section.

Privacy Policy

HuntersInc.com understands that many visitors to the Site may be concerned about the information that they may provide or that may be generated from their use of the Site and how HuntersInc.com may use such information. Protecting privacy is an important priority to HuntersInc.com. Our Privacy Policy governs the collection, use, retention and disclosure of personal information gathered from the Site. HuntersInc.com will treat any personal information that you submit through the Site in accordance with its Privacy Policy. Our Privacy Policy can be found on the homepage of the Site.

Cookie Policy

HuntersInc.com has adopted a cookie policy in which its use of cookies in the operation of the Sites is explained in more detail. Our Cookie Policy can be found on the homepage of the Site.

Effective date as of posting (last updated): June 25, 2021