

This is an agreement between you and us. We are Next Generation Arms, LLC. Let's use the term, NGA, to refer to us from now on in this document.

An agreement like this shouldn't be necessary and isn't typically.

Unfortunately, there are some out there who navigate the web much like pirates and brigands have the seas and the roads for all of history. So, let's get started, shall we?

You are currently reading an NGA policy posted on our website. Therefore you are agreeing to the terms and conditions herein. Even if you haven't read this policy, you are still bound by it, as long as you continue to access the website or its content. There are some terms and conditions that remain in force regardless of whether you agree or continue to access the website. If you do not choose to agree with or may not abide by all of the terms and conditions in this agreement, then you are advised to go away and cause trouble somewhere else. Immediately. We are nice, decent, law-abiding people here at NGA, but we believe in aggressive self-defense, which includes using lawyers to protect our legal interests if they are threatened.

"The website" refers to www.nextgenerationarms.com or any other internet-based website that NGA maintains content on.

"Content" refers to any materials, documents, images, graphics, logos, design, audio, video, and any other information provided from or on the website.

- 1) The NGA website content is provided "as is". We disclaim all warranties, expressed or implied, including, but not limited to, implied warranties and merchantability and fitness for a particular purpose.
- 2) The website is provided free of charge for your convenience and information only. Although we try our best, there is no guarantee that the content is accurate, complete or up-to-date, or that it is free from errors, typos or incorrect claims. And although we have implemented redundant servers, secure networks and routinely scan the website, we cannot guarantee it will operate without interruption, execute correctly on your browser and it is possible that your computer could receive a virus or other malware from our website or a third-party website linked to by the website. NGA does not assume any liability for these matters. In other words, you use the website at your own risk. Under no circumstances, including, but not limited to, negligence, shall NGA be liable for any direct or indirect, special, incidental or

consequential damages resulting from your use of the website. This includes loss of data or profit arising out of the use or the inability to use the content of the website, even if you have advised us of the possibility of your damages. If your use of the website results in your need to service, repair or correct equipment or data, you assume the costs to the extent the law allows. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

- 3) Use of NGA content is limited and restricted, with these exceptions:
- a) You may link to or copy content from the NGA website and post it for non-commercial, information only purposes, as long as the content is attributed to NGA. Please refrain from claiming or giving the appearance that NGA endorses you or your products or that you have a relationship with NGA if untrue or exaggerated.
 - b) You may hyperlink to the NGA website using our logo icon as long as you abide by the other terms and conditions of this agreement.
 - c) You must not present false information about our products or services.
 - d) You must not present NGA content in a distasteful, offensive, or controversial manner, and the context must be appropriate for all age groups that are likely to have access to it.
 - e) You must not damage or infringe on our trademarks, copyrights, patents and proprietary information, all of which have protection under U.S. and worldwide laws and treaties. If you want to make use of NGA information for commercial purposes or any purpose that might affect the marketability or ownership of our trademarks, copyrights and so forth, it is your obligation to obtain written permission from NGA first.
- 4) Links to other websites or content from third parties posted on the NGA website does not imply that NGA endorses that entity or is affiliated with it in any particular way. Such references may be removed or changed at any time. Likewise, links from other websites to the NGA website and NGA content posted on other websites does not constitute an endorsement by the third-party of NGA or by NGA of the third-party.

- 5) Content posted by you to the NGA website is considered non-proprietary and non-confidential. NGA can and may use such content as it wishes without limitation by you.
- 6) You may not post content to the website containing unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to civil or criminal liability under the law.
- 7) It is your responsibility to obey your local laws regarding limitation of access to the website, which originates and is managed from within the United States of America. NGA makes no representation that website content is appropriate or available for use in other jurisdictions.
- 8) The laws of the state of Idaho shall govern any claims relating to the website and its content and materials without giving effect to any principles of conflicts of laws. You agree that any legal action or proceeding between us for any purpose concerning this Agreement or the parties' obligations shall be brought exclusively in a federal or state court in the state of Idaho.
- 9) NGA may at any time revise these terms and conditions by updating this posting. Each time you access the NGA website, you are bound by the terms and conditions in effect at that time.
- 10) In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any other written agreement between NGA and another party, the expressed terms and conditions of the latter agreement shall prevail.
- 11) You agree to indemnify, defend and hold harmless NGA, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to us from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.
- 12) Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.
- 13) Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

- 14) We may assign our rights and duties under this Agreement to any party at any time without notice to you.
- 15) Violation of this agreement may result in civil and criminal action, which could result in substantial penalties to you. If you have a separate written agreement from NGA providing a waiver to any restrictions in this agreement, the waiver terminates immediately if you should breach other terms and conditions in this agreement not covered by the waiver. Upon such a breach or termination, you must takedown any content you posted under the waiver.