

M22 TACTICAL LLC TERMS OF USE

POSTED 26 FEB 2024 on <https://redcat22.com/terms>,

M22 Tactical LLC (referred to as M22 Tactical, we, us or our) is committed to providing dependable, high-quality products and services to our valued customers (referred to as retailer(s), you or your). These terms of use (referred to as terms, terms of use, this Agreement), together with our privacy and returns policy referenced herein, outline our mutual expectations when conducting business.

DECLARATIONS

You attest that you represent a business registered in the United States with an online or brick and mortar store that sells firearms and/or outdoor related products.

You acknowledge that a minimum order quantity is 1 case (36 RedCats).

You agree to not sell our products on 3rd party websites without prior written approval.

You acknowledge that the minimum advertised price (MAP) for the RedCat is \$18.95.

You attest that you are authorized by your company to make purchases on its behalf.

You attest that you have read, understand and agree with this Agreement.

DATA SECURITY AND PRIVACY

Please refer to our Privacy Policy at <https://m22tactical.com/privacy>.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

To ensure quick and accurate processing of your orders and to contact you as needed, you agree to provide and maintain complete, up to date and accurate user and account information at our store.

TITLE AND RISK OF LOSS; EXCHANGES, RETURNS AND CANCELLATIONS

Please refer to our Returns Policy at <https://m22tactical.com/returns>.

PROHIBITED USES

You are prohibited from using the site or its content (a) for any unlawful or immoral purpose, (b) to infringe upon or violate anyone's intellectual property rights, (c) to collect, track or use the personal information of others, (d) for any misleading, obscene, racist, discriminatory, threatening, harassing or defamatory purpose, (e) to defeat any security measures, or (f) to use any type of malicious code, virus, spam, phish, pharm, pretext, spider, crawl or scrape. We reserve the right to terminate this Agreement and your use of <https://m22tactical.com> and any related website for violating any of these prohibited uses. Termination of this Agreement will be in accordance with the TERMINATION section, below.

DISCLAIMERS AND LIMITATION OF LIABILITY

WE MAKE NO WARRANTIES WITH RESPECT TO OUR PRODUCTS OR SERVICES, ALL OF WHICH ARE PROVIDED "AS IS." TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES RELATING TO OUR PRODUCT AND SERVICES, WHETHER EXPRESSED

OR IMPLIED BY LAW. WE DO NOT GUARANTEE THAT OUR PRODUCT OR SERVICES WILL ALWAYS BE SAFE, SECURE OR ERROR FREE.

IN NO EVENT SHALL M22 TACTICAL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH OUR PRODUCT OR SERVICES, THIS AGREEMENT OR USE OF THIS SITE.

IN NO EVENT SHALL M22 TACTICAL'S AGGREGATE CUMULATIVE LIABILITY FOR DAMAGES ARISING IN CONNECTION WITH OUR PRODUCTS OR SERVICES, THIS AGREEMENT OR USE OF THIS SITE, (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO M22 TACTICAL IN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

YOUR REPRESENTATIONS TO M22 TACTICAL

You represent and warrant to us that you have the legal power and capacity to enter into this Agreement and perform all of your obligations and responsibilities hereunder, and this Agreement constitutes a valid and binding agreement, enforceable against you in accordance with its terms.

You represent and warrant to us that neither you nor any of your subsidiaries or affiliates (or, to the best of your knowledge, any officer, director, manager, agent or employee of yours or your subsidiaries or affiliates) is a person who (a) is the target of any laws administered by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC) or any other governmental entity imposing economic sanctions or trade embargoes, or (b) is located, organized or resides in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.

INDEMNIFICATION

You agree to indemnify, defend and hold M22 Tactical and its affiliates and each of their respective owners, managers, directors, officers, employees and agents (collectively, "Indemnified Parties") harmless against any and all damages, liabilities, losses, fines, penalties, assessments, judgment awards, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by the Indemnified Parties in connection with any suit, action, claim, investigation or proceeding brought by a third party arising out of or in connection with your failure to comply with applicable laws or your breach of this Agreement.

CHANGES

We may update these terms of use from time to time. We will notify you of any changes by posting the new terms of use on this page. Please check this page periodically for changes.

All products, pricing and information are subject to change without notice. We reserve the right to discontinue any product or service. Any offer for any product or service is void where prohibited.

If any section of this Agreement is determined to be unlawful, void or unenforceable, it shall not affect the validity and enforceability of the remaining sections.

The failure of M22 Tactical to exercise or enforce any provision of this Agreement shall not constitute a waiver of that (or any other) provision.

TERMINATION

We'd be sad to see you go, but we don't want to hold you up. Please notify us in writing anytime at support@m22tactical.com if you wish to terminate this Agreement and be removed from our sites as a retailer. Upon this notification we will (a) confirm your desire to terminate with an executive and/or officer in your company, (b) suspend the accounts of all users in your company on <https://m22tactical.com/shop>, (c) cancel and refund any on-hold or unprocessed orders, (d) ship any completed orders and processed orders being worked (subject to our Returns Policy at <https://m22tactical.com/returns>), (e) remove your company from our retailer map on <https://redcat22.com/dealers>, (f) notify you via email these actions have been completed, and (g) once all business is concluded we will remove your account(s), keeping only the information needed to comply with applicable law.

ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY

You acknowledge and agree that (a) you do not have and will not own or acquire any right, title or interest in or to any of M22 Tactical's Intellectual Property, and (b) M22 Tactical owns all right, title and interest in and to all Developments. "Intellectual Property" means all intellectual property of M22 Tactical, including all patents, trademarks, copyrights, trade names, trade secrets, inventions, inventor's rights, methodologies, concepts, methods, procedures, processes, systems, techniques, utility models, industrial or other designs, scientific knowledge, documents and information. "Developments" are all improvements, modifications or enhancements to our Intellectual Property, products or services that are developed, created, generated or reduced to practice during the term of this Agreement or as a result of this Agreement.

DISPUTE RESOLUTION AND ARBITRATION

YOU AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO A CLAIM.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE) BETWEEN YOU AND M22 TACTICAL ARISING FROM OR RELATING TO IN ANY WAY TO OUR PRODUCTS OR SERVICES, THIS AGREEMENT OR USE OF THIS SITE WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association (AAA) in accordance with the applicable AAA rules then in effect (the AAA rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879). The Federal Arbitration Act will govern the interpretation and enforcement of this section. The place of arbitration will be Grand Rapids, Michigan and the arbitration will be conducted by a single arbitrator chosen by you and us or, if you and us do not agree on the arbitrator, an arbitrator selected under the AAA rules. Any award of the arbitrator will be final and binding on each of the parties. You and us shall bear equally all fees and costs of arbitration, including without limitation, AAA fees and arbitrator fees. Each party shall be responsible for its own attorneys' fees and expenses.

GOVERNING LAW

This Agreement and all matters arising out of or related to this Agreement, are governed by, and construed and enforced in accordance with, the laws of the State of Michigan, without giving effect to any conflict of laws provisions.

FORCE MAJEURE

M22 Tactical will have no liability under this Agreement to the extent that it is delayed, prevented or hindered in performing any of its obligations under this Agreement as a result of any circumstance or occurrence beyond its reasonable control, including without limitation, acts of God, strikes, blockades, acts of terrorism, riots, storms, earthquakes, explosions, fires, floods, epidemic, pandemic, Internet or telecommunications outages or similar occurrences.

ENTIRE AGREEMENT

These terms of use are posted on <https://m22tactical.com/terms> by M22 Tactical and constitute the entire agreement between you and M22 Tactical.

This agreement shall be effective upon approval of the registration form by M22 Tactical via email to the first user in your company and shall continue in full force so long as you use our products and services or until (a) we terminate this Agreement per your request or (b) we terminate this Agreement for cause.

