

## **HIGH ADVENTURES DISTRIBUTING COMPANY LLC – TERMS & CONDITIONS**

(Revised February 21, 2022)

These Terms & Conditions apply to: (a) the website located at [www.highadventuresdistributing.com](http://www.highadventuresdistributing.com) and any other sites, mobile sites, social media, services, applications, platforms, forms, and tools through which products may be purchased from High Adventures and/or are advertised by High Adventures (collectively, the "Site"); and (b) any products purchased from High Adventures, whether through the Site or other means. As used in these Terms & Conditions, "High Adventures" refers to High Adventures Distributing Company LLC (a Missouri limited liability corporation) and any subsidiaries, affiliates, employees, and independent contractors.

PLEASE READ THE FOLLOWING CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. THESE TERMS & CONDITIONS CONTAIN AN AGREEMENT TO ARBITRATE THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

BY ACCESSING OR OTHERWISE USING THE SITE, YOU AGREE TO THESE TERMS & CONDITIONS. By using the Site, you represent that you are at least 21 years old. If you are not at least 21 years old, you cannot access or use the Site. If at any time you do not accept all of these Terms & Conditions, you must immediately stop using the Site and you may not purchase any products from High Adventures. Except as may otherwise be set forth herein, High Adventures reserves the right to modify these Terms & Conditions at any time. Modifications shall take effect immediately upon their posting on the Site, and we will change the "Revised" date above.

### **1. Availability, Errors, and Limitations on Quantities**

All product prices provided by High Adventures are in US Currency. High Adventures' acknowledgement of an order means that your order request has been received; it does not mean that your order has been accepted or shipped or that the availability of an item has been confirmed. High Adventures makes a conscientious effort to describe and display its products accurately. Despite these efforts, items may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information. As a result, High Adventures cannot and does not guarantee the accuracy or completeness of any information, including prices, product images, specifications, and availability. High Adventures reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. High Adventures reserves the right to limit quantities on orders placed by the same account and on orders that use the same billing or shipping address.

### **2. Payment**

Fifty percent (50%) of an order's price is due when the order is placed and is nonrefundable unless High Adventures fails to offer to deliver the products within thirty (30) days. The remaining fifty percent (50%) of an order's price is due when the order is delivered. All payments shall be made to High Adventures. Receipts shall be provided for all payments received by High Adventures.

### 3. Delivery and Inspection

High Adventures shall endeavor to deliver products within thirty (30) days of accepting your order and initial payment. Delivery will be made to you at the location and date provided. If you cannot receive the products at the location and date provided, delivery may be delayed. If you confirm delivery details but then do not timely make all payments and receive the products at the location and date provided, High Adventures may add a \$100 charge to your account.

You shall inspect any products delivered by High Adventures immediately upon delivery, and you shall immediately inform High Adventures of any defects and reject the delivery if there are any defects. You shall be solely responsible for any defects subsequently discovered.

### 4. Returns

All sales are final. Returns shall only be allowed for any products that are recalled by the manufacturer.

### 5. Disclaimers of Warranties

High Adventures cannot and does not represent or warrant that the Site or its server will be error-free, uninterrupted, free from unauthorized access (including denial of service attacks), or otherwise meet your requirements.

THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, SERVICES, AND USER CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE (COLLECTIVELY, THE "SITE CONTENTS") ARE PROVIDED BY HIGH ADVENTURES ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. HIGH ADVENTURES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO: (A) THE OPERATION OF THE SITE; (B) THE ACCURACY OR COMPLETENESS OF THE SITE CONTENTS; (C) EMAILS SENT FROM HIGH ADVENTURES BEING FREE OF MALWARE OR OTHER HARMFUL COMPONENTS; OR (D) THE PERFORMANCE OF ANY PRODUCT PURCHASED FROM HIGH ADVENTURES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND ANY PRODUCT PURCHASED FROM HIGH ADVENTURES IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMITTED BY LAW, HIGH ADVENTURES DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SITE, THE SITE CONTENTS, AND ANY PRODUCT PURCHASED FROM HIGH ADVENTURES – WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

### 6. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL HIGH ADVENTURES OR ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH (A) THE SITE AND/OR (B) ANY GOODS SOLD OR PURCHASED FROM HIGH ADVENTURES, OR THEIR SUITABILITY OR USE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER

GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE), WHETHER IN CONTRACT OR TORT, EVEN IF HIGH ADVENTURES HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, ANY CONTENT ON THE SITE, OR THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND NOT PURCHASE ANY PRODUCT FROM HIGH ADVENTURES. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE AND ANY PRODUCT PURCHASED FROM HIGH ADVENTURES IS AT YOUR SOLE RISK. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS ADDITIONAL TO THOSE CONTAINED HEREIN.

EACH PROVISION OF THESE TERMS & CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN YOU AND HIGH ADVENTURES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND HIGH ADVENTURES. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE(S). IF THE ABOVE LIMITATION OF LIABILITY OR ANY PORTION THEREOF IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF HIGH ADVENTURES FOR DAMAGES OF ANY NATURE SUFFERED BY YOU SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF YOUR TRANSACTION. THIS LIMITATION OF LIABILITY SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

#### 7. Email Notifications

I understand that by providing my email address I am opting in to receiving exclusive notifications and offers from High Adventures via email.

#### 8. User Content; Purchaser Reviews and Submissions

High Adventures welcomes your reviews, comments, and other communications, photos, videos, and any other content that you submit through or to the Site, and any content or information you publish regarding High Adventures or High Adventures' products through any social media account (collectively, "User Content"), so long as the User Content submitted by you complies with these Terms & Conditions. You agree that any User Content: will be accurate; will not violate or facilitate the violation of any law or regulation; will not violate any right of a third party, including copyright, trademark, privacy, or publicity rights; will not cause injury to any person or entity; and will not contain, or provide links to, obscene, profane, or threatening language, malware, political campaigning, commercial solicitation, chain letters, mass mailings, any form of "spam," or any material that could be considered harmful, sexually explicit, indecent, lewd, violent, abusive, or degrading. You are solely responsible for the User Content you submit, and High Adventures assumes no liability for any User Content submitted by you. You acknowledge and agree that High Adventures reserves the right (but has no obligation) to do any or all of the following, at High Adventures' sole discretion: (a) monitor User Content; (b) alter, remove, or refuse to post or allow to be posted any User Content; and (c) disclose any User Content, and the circumstances surrounding its transmission, to any third party. For any User Content you submit,

you grant to High Adventures a non-exclusive, sub-licensable, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, display, perform, transmit, copy, modify, delete, adapt, publish, translate, create derivative works from, sell, and distribute such User Content and to incorporate the User Content into any form, medium, or technology, now known or hereafter developed, throughout the world, all without compensation to you. For this reason, do not send us any User Content that you do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, or original artwork. In addition, you grant to High Adventures the right to include the name provided along with the User Content submitted by you; provided, however, High Adventures shall have no obligation to include such name with such User Content. High Adventures is not responsible for the use or disclosure of any personal information that you voluntarily disclose in connection with any User Content you submit. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section.

Content may also be provided by third party visitors to the Site. Please note that Site visitors may post content that is inaccurate, misleading, or deceptive. High Adventures neither endorses nor is responsible for any opinion, advice, information, or statements made by third parties. The opinions expressed by third parties reflect solely the opinions of the individuals who submitted such opinions and may not reflect the opinions of High Adventures.

#### 9. Copyright Complaints

High Adventures respects the intellectual property of others, and we expect everyone else to do the same. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, or that the Site contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify High Adventures in writing by providing the information required by 17 USC 512(c), to High Adventures, attention Copyright Agent, 12980 Metcalf, Ste. 180, Overland Park, KS 66213.

#### 10. Jurisdiction

The Site is controlled and operated by High Adventures from the State of Missouri, United States, and is not intended to subject High Adventures to the laws or jurisdiction of any state, country or territory other than that of Missouri, United States. High Adventures does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules, and regulations.

#### 11. Disputes

YOU AND HIGH ADVENTURES AGREE THAT IN THE EVENT OF ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO, OR CONNECTED IN ANY WAY WITH THE SITE, THE PURCHASE OF PRODUCTS FROM HIGH ADVENTURES, OR THE BREACH, ENFORCEMENT, INTERPRETATION, OR VALIDITY OF THESE

TERMS & CONDITIONS ("CLAIM"), SUCH CLAIM WILL BE RESOLVED EXCLUSIVELY BY FINAL AND BINDING ARBITRATION, EXCEPT AS MAY OTHERWISE BE SET FORTH IN THESE TERMS & CONDITIONS. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT AND USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS, BUT ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT YOU OR HIGH ADVENTURES MAY BRING SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS; "CLAIM" DOES NOT INCLUDE A CLAIM, DISPUTE, OR CONTROVERSY RELATING TO INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

If you intend to assert a Claim you must first send written notice ("Notice"), by first class or certified mail, to High Adventures, attention Legal Department, 12980 Metcalf, Ste. 180, Overland Park, KS 66213. If High Adventures intends to assert a Claim, High Adventures will send Notice to the current billing address on your account or to any other contact information that we have for you. The Notice must describe the nature and basis of the Claim and the specific relief sought. If the parties cannot reach an agreement within thirty (30) calendar days from the receipt of the Notice, either party may initiate arbitration proceedings. A form to initiate arbitration proceedings is available on the American Arbitration Association (AAA) site at [www.adr.org](http://www.adr.org). In addition to filing this form with the AAA, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send such copy to High Adventures, attention Legal Department, 12980 Metcalf, Ste. 180, Overland Park, KS 66123, and High Adventures will send such copy to the current billing address on your account or to any other contact information that we have for you.

The arbitration will be conducted in English under these Terms & Conditions and the then-current rules of the AAA. The AAA rules are available online at [www.adr.org](http://www.adr.org). If your claim is for \$5,000 (US Dollars) or less, you may choose to have arbitration conducted solely on the basis of documents submitted to the arbitrator, via a telephone hearing, or as otherwise mutually agreed to by the parties. If your claim exceeds \$5,000 (US Dollars), the location of the arbitration shall be the Kansas City metropolitan area. Unless both you and High Adventures agree otherwise in a signed writing, the arbitrator may not consolidate or simultaneously adjudicate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

YOU AGREE THAT ALL MATTERS RELATING TO YOUR ACCESS TO OR USE OF THE SITE AND ALL MATTERS ARISING OUT OF OR RELATED TO THE PURCHASE OF PRODUCTS FROM HIGH ADVENTURES AND/OR THESE TERMS & CONDITIONS, INCLUDING ALL DISPUTES, WILL BE GOVERNED BY THE LAWS OF THE FEDERAL ARBITRATION ACT (FAA), THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, AND THE LAWS OF THE STATE OF MISSOURI, WITHOUT REGARD TO MISSOURI'S CHOICE OF LAW PRINCIPLES. UNLESS YOU AND HIGH ADVENTURES AGREE OTHERWISE, IN THE EVENT THAT IT IS DETERMINED OR THESE TERMS & CONDITIONS PROVIDE THAT A CLAIM SHOULD NOT PROCEED THROUGH ARBITRATION, YOU AGREE THAT ANY CLAIM OR DISPUTE SHALL BE RESOLVED IN THE UNITED STATES DISTRICT COURT FOR THE

WESTERN DISTRICT OF MISSOURI, AND YOU IRREVOCABLY SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT AND WAIVE ANY IMPROPER VENUE OR INCONVENIENT FORUM OBJECTIONS. IF SUBJECT MATTER JURISDICTION (INCLUDING DIVERSITY JURISDICTION) DOES NOT EXIST IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI FOR ANY SUCH CLAIM, THEN THE EXCLUSIVE FORUM AND VENUE FOR ANY SUCH ACTION SHALL BE THE COURTS OF THE STATE OF MISSOURI LOCATED IN CARROLL COUNTY, AND YOU IRREVOCABLY SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT AND WAIVE ANY IMPROPER VENUE OR INCONVENIENT FORUM OBJECTIONS. YOU AND HIGH ADVENTURES BOTH WAIVE YOUR RIGHT TO A JURY TRIAL, UNLESS SUCH WAIVER IS UNENFORCEABLE.

THE MAKING OF CLAIMS OR RESOLUTION OF DISPUTES PURSUANT TO OR RELATED TO THIS AGREEMENT SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE, THE PURCHASE OF PRODUCTS FROM HIGH ADVENTURES, AND/OR THESE TERMS & CONDITIONS WILL BE RESOLVED INDIVIDUALLY IN THE FORUM DESIGNATED IN THIS DISPUTES SECTION, WITHOUT RESORT TO ANY FORM OF CLASS ACTION OR REPRESENTATIVE PROCEEDING; AND (B) EXCEPT FOR WHERE OTHERWISE PROHIBITED BY LAW, ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE.

Notwithstanding anything to the contrary in these Terms & Conditions, if High Adventures makes any future change to this arbitration provision, other than a change to High Adventures' address for Notice, you may reject the change by sending us written notice within thirty (30) calendar days of the change, in which case the arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and High Adventures.

## 12. Indemnification

By purchasing any product from High Adventures, you represent and warrant that you can legally purchase and resell such product, and you agree to defend, indemnify, and hold harmless High Adventures and its respective employees, directors, officers, agents, vendors, and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or otherwise relating to any breach of this representation and warranty.

As a condition of the use of the Site, you agree to defend, indemnify, and hold harmless High Adventures and its respective employees, directors, officers, agents, vendors, and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or otherwise relating to Claims alleging facts that if true would constitute a breach by you of these Terms & Conditions, or any User Content submitted by you.

### 13. Contacting Customer Service

If you have any questions regarding billing or future orders, please contact our customer service department at: [info@HighAdventuresDistributing.com](mailto:info@HighAdventuresDistributing.com).

### 14. Privacy Policy

High Adventures' Privacy Policy sets forth how High Adventures collects and uses your personal information. Your use of the Site and/or your purchase of any product from High Adventures constitutes your agreement to the provisions of High Adventures' Privacy Policy.

### 15. Miscellaneous

These Terms & Conditions, including any High Adventures policies and High Adventures information linked from or incorporated herein, constitute the entire agreement between you and High Adventures with respect to the Site and any products from High Adventures and supersede all prior or contemporaneous communications, agreements, and proposals with respect to the Site and products sold by High Adventures. Paragraph numbers and headings in these Terms & Conditions are for convenience only. No provision of these Terms & Conditions shall be waived except pursuant to a writing executed by the party against whom the waiver is sought. No failure to exercise, partial exercise of, or delay in exercising any right or remedy under these Terms & Conditions shall operate as a waiver or estoppel of any right, remedy, or condition. If an arbitrator decides that applicable law precludes enforcement of any of the limitations addressing class, representative, and consolidated proceedings as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in court as provided herein. If any other provision of these Terms & Conditions is held invalid, illegal, or unenforceable, such provision may be altered in time or scope in order to give effect to such provision and the validity, legality, and enforceability of the remaining provisions will not be affected or impaired; if altering such provision is not possible, it shall be deemed stricken. High Adventures shall not be responsible for failure to fulfill any obligation due to causes beyond its control.