

VIEWER TERMS AND CONDITIONS

1. **AGREEMENT.** The following terms and conditions shall apply to each Viewer of this Website:

- a. By accessing this Website, receiving or viewing information placed on the Website (whether in print or electronic form or otherwise), You agree to be bound by these Terms and Conditions; which shall be a legally binding agreement. So long as You agree to these Terms and Conditions, We grant You a limited non exclusive, non transferable personal license to access the public content on this Website.
- b. If You do not agree to these Terms and Conditions, You may not view, print, distribute, order from, archive, or otherwise utilize this Website. FFL TRUST reserves the right to change these Terms and Conditions from time to time at its sole discretion by updating this document on the Website.
- c. You should always review these Terms and Conditions prior to each visit to ensure that You have the full understanding of the current Terms and Conditions.

2. **LEGAL AND TAX ADVICE.** Starting any new business involves legal and tax questions, and You agree that Our products, communications We transmit or make available to You, or information on Our Website are NOT legal or tax advice. You further agree that:

- a. You need to hire a lawyer licensed to practice law in Your state for legal advice, and hire a qualified tax professional licensed in Your state for tax advice.
- b. **NOTHING ON THIS WEBSITE CONSTITUTES LEGAL OR TAX ADVICE.**
- c. Each situation is different and We cannot possibly predict or understand every unique factual situation and/or nuance of local and state laws.
- d. Laws change and government entities and agencies routinely adopt new and/or change existing statutes, ordinances, rules, and regulations.
- e. You are responsible to monitor changes in the law and make sure Your business operation complies with the law—even after You obtain Your ATF license.
- f. Your situation may vary and the information on Our Website may not be appropriate for You.
- g. If We respond to an email that You send to Us, that response is subject to these Terms and Conditions and it is not legal or tax advice.

3. **COMPLIANCE WITH LAW.** You understand and agree that it is ultimately Your obligation to comply with federal, state, and local laws affecting the operation of Your firearms business. A firearms business venture may not be appropriate for everyone, and You agree that We are not recommending that You start, continue, expand or cease a firearms business.

4. **PRIVATE ENTITY.** We are not affiliated with the ATF or any government agency, and Our opinions are not binding upon any government agency. If You discover a way to accurately predict what the government will do in each situation, please contact Us as We certainly cannot and do not make such predictions.

5. **MISREPRESENTATIONS.** No communication from FFL TRUST is an authorization or encouragement for You to misrepresent Your business, intentions or plans to any person or government agency. Intentionally misleading an agency or public official may be punishable as a criminal offense and/or a civil fine/forfeiture. It is Your responsibility to comply with the law.

6. **FINANCIAL RISK.** We do not guarantee that You will ever make a profit. You may lose money even if You follow Our guide and even if You receive an ATF license for Your firearms business.

7. **“NOT TO DO” LIST.** You covenant and agree that You will not:

- a. Misuse the information available on the Website.
- b. Use the FFL TRUST Marks in anyway except as authorized here in.
- c. Copy, reproduce, reorganize, or repost the information on Our Website into any other format – whether printed, electronic or otherwise.
- d. Violate any intellectual property laws that protect information on Our Website.
- e. Rely on any information provided to You as legal or tax advice, or rely on this Website to avoid compliance with laws that may be applicable to You.

8. **CONTENTS AND DISCLAIMER OF WARRANTIES.** The information contained in this Website is not guaranteed to be accurate, current or complete. FFL TRUST has attempted to provide accurate information on this Website, but assumes no responsibility for the accuracy of the information. Information on this Website may contain inaccuracies or typographical errors, and may be changed or updated without notice. Laws change from time to time, and We most likely have not reviewed the local rules and regulations in Your area. You agree that:

- a. THIS WEBSITE IS PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED TO THE FULL ESTENT POSSIBLE PURSUANT TO APPLICABLE LAW.
- b. FFL TRUST AND ITS AFFILIATES, SERVICE PROVIDERS AND LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE HERE BY DISCLAIM: (I) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (II) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE OPERATION OF THIS WEBSITE OR ANY PART OF IT; (III) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THIS WEBSITE OR ITS AVAILABILITY AT ANY PARTICULAR TIME OR LOCATION; (IV) WARRANTIES RELATING TO THE USE VALIDITY, ACCURACY, CURRENCY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THIS WEBSITE OR ANY INFORMATION PUBLISHED ON THIS WEBSITE, AND (V) WARRANTIES RELATING TO WEBSITES TO WHICH THIS WEBSITE IS LINKED.
- c. FFL TRUST MAKES NO WARRANTY AS TO THE PERFORMANCE OF ANY INFORMATION, AND MAKES NO WARRANTY OFF IT NESS FOR A PARTICULAR PURPOSE NOR ANY IMPLIED WARRANTY OF MERCHANTABILITY.

9. CANCELLATION / REFUND POLICY

9.1 The Client shall not have any right to cancel an Order after the commencement of the Work by the Company.

9.2 The Client agrees with the strict No Refund Policy of the Company and any fees, whether in part or full, paid by the Client for an Order, shall not be refunded in any case. The Company shall make a refund only if the Company completely fails to deliver the Product(s) to the Client.

9.3 The Client agrees to be legally bound to pay in full any

outstanding fees towards an Order once the work has been commenced by the Company for that particular Order.

9. **PRICING.** FFL TRUST shall have the right to refuse or cancel any order(s), whether or not the order has been confirmed and Your credit card charged. If Your credit card has already been charged by Us for the purchase and Your order is canceled by Us, FFL TRUST shall immediately issue a credit to Your credit card account in the amount of the charge.

10. **LIMITATION OF LIABILITY.**

- a. VIEWER EXPRESSLY UNDERSTANDS AND AGREES THAT FFL TRUST SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, BUSINESS, GOODWILL, USE, DATA, SOFTWARE OR OTHER INTANGIBLE LOSSES (EVEN IF FFL TRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).
- b. THIS LIMITATION SHALL INCLUDE, BY WAY OF EXAMPLE AND NOT LIMITATION, DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE WEBSITE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; (IV) DELAYS IN ORDER PROCESSING, SHIPPING OR FULFILLMENT, (V) LOSS OF DATA OR ACCESS TO OUR WEBSITE, OR (VI) ANY OTHER MATTER RELATING TO THE WEBSITE, ORDER, PURCHASE, OR ACTIONS YOU TAKE BEFORE OR AFTER A PURCHASE.
- c. OUR LIABILITY TO ANY VIEWER OR ANY THIRD PARTY WILL BE NO MORE THAN THE AMOUNT THAT ANY SUCH VIEWER (CUSTOMER) PAID FOR ANY PRODUCT SOLD OR MARKETED BY FFL TRUST. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.
- d. In no event shall FFL TRUST be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity/telephone/internet service.

11. **E-MAIL COMMUNICATION.** If You submit information or a request through Our Website, or send Us an email, You grant permission for FFL TRUST to contact You at Your e-mail address. At this time, We do not provide any method of sending Us private or confidential electronic communications. Any communication any Viewers ends Us shall be deemed to be readily accessible to the general public. Viewers should not use this Website to transmit any communication for which the sender intends only the sender and the intended recipient(s) to read.

12. **INDEMNITY.** Each Viewer agrees to defend, indemnify and hold FFL TRUST, and its subsidiaries, affiliates, officers, employees, agents, co-branders or other partners, harmless from any action, claim, proceeding, demand, cost or expense, including reasonable attorneys' fees, due to or arising out of use of this Website by the Viewer, violation or breach of these Terms and Conditions, or any violation of any rights of another by the Viewer.

13. **INTELLECTUAL PROPERTY.**

- a. **REPRODUCTION OF CONTENT.** The content in the Website is protected by International copyrights. Each Viewer agrees not to reproduce, distribute, duplicate, retransmit, copy, sell, resell or exploit for any commercial purposes, any portion of the Website without the prior written permission of FFL TRUST. Not with standing the foregoing, FFL TRUST grants each Viewer the limited personal right to download Website materials for personal, non-commercial use.
- b. **NO GRANT OF LICENSE.** Nothing on the Website, or Your use of the Website, shall be construed as conferring any license or other rights under the intellectual property or other proprietary rights of FFL TRUST, its affiliates or any third party, whether by way of implication or otherwise.
- c. **TRADEMARK INFORMATION.** Unless otherwise noted, the trade names and logos on this Website are trademarks of FFL TRUST (the "FFL TRUST Marks"). Viewer agrees not to display or use the FFL TRUST Marks in any manner without first obtaining written permission of an authorized representative of FFL TRUST.
- d. **COPYRIGHTS AND COPYRIGHT AGENTS.** FFL TRUST respects the intellectual property of others, and We ask all Viewers to do the same. If You believe that Your work has been copied in a way that constitutes copyright infringement, please contact Us immediately. Our Copyright Agent for notice of claims of copyright infringement is Henry Smith (info@FFLTrust.com).

14. **JURISDICTION.** Use of this Website is not intended to and does not create jurisdiction in any state or country other than Iran. Viewer understands and agrees not to use this Website if Viewer deems electronic communication as consent to jurisdiction in any other state or country. Viewer further understands and agrees that the information on this Website is not directed towards any specific jurisdiction other than Luxembourg. Viewer understands that the information on this Website was published and maintained from Luxembourg. Viewer acknowledges and agrees that all information contained on this Website is deemed "published" when first posted to Our web server.

15. **DISPUTES.** Any claims asserted against FFL TRUST by any Viewer, person, or entity shall be submitted to confidential arbitration in Luxembourg. Arbitration under this Agreement shall be conducted under the rules then prevailing of the Luxembourg Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the full extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. Subject to the last sentence of this paragraph, in any such arbitration, the parties shall be responsible for their own costs, expenses, and attorney's fees. In the event that this arbitration provision is unenforceable, any litigation regarding this Agreement or any transaction between any Viewer, person or entity and FFL TRUST shall be brought in the state or federal courts located in **Minnehaha County, Luxembourg**, and every Viewer, person, or entity here by agrees and submits to such jurisdiction and venue as exclusive and proper. In the event FFL TRUST is successful in the arbitration or any litigation, it shall be awarded its reasonable costs, expenses and attorney fees.

16. **TITLES.** The section titles in the Agreement are for convenience only and have no legal or contractual effect.

17. **GOVERNING LAW.** This Agreement and the relationship between Viewer and FFL TRUST shall be governed by the laws of the State of Luxembourg, without regard to its conflict of law provisions.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Viewer and FFL TRUST, except for

those Viewers who become or are Customers; provided that Customers are subject to additional terms and conditions for the use of products/services purchased from FFL TRUST.

19. DEFINITIONS.

- a. "Agreement" shall mean these Viewer Terms and Conditions.
- b. "Customer" includes any individual or entity that purchases any product or service from FFL TRUST, or any individual or entity that emails Us any questions. Customers are Viewers for purposes of this Agreement.
- c. "FFL TRUST" shall mean FFL Trust.
- d. "FFL TRUST Marks" shall have the meaning described in Section 13(c).
- e. "Our" shall mean FFL TRUST.
- f. "Us" shall mean FFL TRUST.
- g. "Viewer" is any individual or entity that views, receives, prints, distributes, otherwise uses/views the contents of this Website whether in electronic or printed form, or otherwise interacts with FFL TRUST.
- h. "We" shall mean FFL TRUST.
- i. "Website" shall include any information contained upon www.FFLTrust.com, any website that mirrors the content of www.FFLTrust.com, or any website owned or operated by FFL TRUST.
- j. "You" or "Your" shall mean any Viewer.