

INTERNET CUSTOMER TERMS AND CONDITIONS
ZERO GUIDE FEES

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS A CUSTOMER AT AND THROUGH THIS INTERNET SITE OR ANY RELATED INTERNET SITE, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

These Terms and Conditions (these “*Terms*”), together with any documents referenced herein, contain all of the terms and conditions that apply to access to, review of, registration with and participation in the hunting membership program (the “*Program*”) and corresponding access to, review of, selection of, request for, order of, payment for and receipt of one or more hunting packages (collectively, the “*Packages*”, and each a “*Package*”) by those persons (each, a “*Customer*”) accessing, using and utilizing the below-defined Materials at and through the Internet website <https://zeroguidefees.com> and related Internet websites (collectively, the “*Sites*”), as provided by the Sites’ proprietor, Zero Guide Fees, LLC, an Arizona limited liability company (“*ZGF*”). By clicking “I accept”, and also by accessing, reviewing, registering with and participating in the Program, and also by accessing, reviewing, selecting, requesting, ordering, paying for and receiving the Packages, or any of them, and features and benefits thereof at the Sites, Customer, freely, voluntarily and with full authority and capacity to do so, agrees to be bound by and accepts these Terms. If you (as a Customer) do not agree to be bound by all of these Terms, please do not use, utilize or access the Sites, the Program, the Packages, or any of them. ZGF reserves the right to cancel your Program membership and Customer account and discontinue making the Program and Packages available to you, as Customer, should you, as Customer, violate any of these Terms.

1. *Selection and Order of Packages.* Customer first participates in the Program by accessing, reviewing, selecting, requesting, ordering, paying for and receiving a Package as follows (with each subsequent Package to be selected in the same manner):

(a) ***Application for Tags.*** Packages at the Sites reflect the hunt or hunts for which Customer intends to apply for a hunting permit (a “*Tag*”) through a hunt permit draw application system administered by an applicable state hunting regulator (such as the Arizona Game and Fish Department, the Utah Division of Wildlife Resources, etc., each a “*Hunting Regulator*”).

(b) ***State Packages.*** Packages are available at the Sites for selection by Customer first based on state in which Customer’s hunt is to occur and in which Customer is therefore applying for a Tag, as well as whether Customer is a resident or non-resident of that state. Separate Packages must be purchased for separate states and by residents and non-residents of each such state. Additional state Packages can be purchased and added under the Program.

(c) ***Selection of Species.*** Once Customer selects a state and indicates whether the Customer is a resident or non-resident of that state, Customer then selects which species to hunt and for which to apply for a Tag. Each state’s Hunting Regulator has its own deadlines for Tag applications for each species. It is Customer’s sole and exclusive responsibility to monitor and

be aware of such deadlines, and in no event and under no circumstance shall ZGF be held responsible or liable for Customer's selection, order or payment for any Package after the applicable Hunting Regulator's registration deadline for Customer's chosen species. In the event such registration deadline has already passed at the time of Customer's selection, order and payment for a corresponding Package, Customer's fees for such package will apply to Customer's corresponding Tag application for the following year.

(d) ***Easy Application Service.*** Customer then is provided the option, for an additional administrative fee (the "***Easy Application Fee***"), to have ZGF prepare and submit the Tag application and submitting the corresponding application fee on behalf of Customer (the "***Easy Application Service***"). In the event Customer does not elect to receive and pay for the Easy Application Service, Customer is solely and exclusively responsible for preparing and submitting each and every Tag application and corresponding application fee directly to the applicable Hunting Regulator. *In the event Customer receives and pays for the Easy Application Service, Customer remains solely and exclusively responsible for providing complete and accurate information and maintaining Customer's qualification to apply for and receive each Tag, and ZGF is entitled to rely on the same in preparing and submitting each Tag application and providing each corresponding application fee on behalf of Customer. Whether or not Customer receives and pays for the Easy Application Service, Customer remains solely and exclusively responsible for payment for the Tag application fee, as well as payment for the fee for the Tag itself, once drawn, and such fee payments, in addition to the Easy Application Fee, will be collected from Customer by ZGF upon Customer's final selection and order of the corresponding Package.*

(e) ***Selection of Weapons.*** After entering certain necessary Customer information relevant to the state Package, Customer then selects Customer's first choice of weapons for the hunt. Customer will also have the option to select a second choice of weapons for the hunt, should Customer wish to increase Customer's odds of drawing a Tag at an earlier date. Customer may later select additional species to include in the Package for which Customer will apply for a Tag and hunt, at which point the Program will automatically recognize such selection and process and calculate discounts or other fee adjustments for adding additional species to a Package, and the corresponding below-defined Order will be updated accordingly.

(f) ***Selection of Unit.*** Customer then selects a hunting package (each, a "***Unit***") that is defined by features that include length of hunt, geographic location within the state, topography, elevation and statistical presence of the target species. Customer will also have the option to select a second unit, either with Customer's first choice of weapons or with Customer's second choice of weapons, should Customer wish to increase Customer's odds of drawing a Tag at an earlier date.

(g) ***Package Order and Compensation.*** Once the above selections are made, Customer will have the opportunity to confirm Customer's selections under Sections 1(b) through 1(f), above. This will be Customer's final opportunity edit any information and selections regarding the Package before proceeding to check-out, at which point an order ("***Order***") will be processed for the Package, and Customer will pay the designated Package fee

for the below-defined Primary Package Benefit, as well as the Easy Application Fee, Tag application fee and Tag fee in the event Customer has elected to receive the Easy Application Service. Each Order is incorporated in and integrated with these Terms by this reference, provided that in the event of any conflict or inconsistency between these Terms and any Order, these Terms shall govern and take precedence. Each fee charged for and under an Order is annual and must be paid on each anniversary of the corresponding Order. No less than fourteen (14) calendar days in advance of each such anniversary, ZGF will send an e-mail reminder, to Customer's e-mail address then listed at the corresponding below-defined Customer Account, reminding Customer of such fees and informing Customer that payment for such fees will be processed upon such anniversary. In the event payment cannot be processed for any such fee utilizing the credit card and other payment information provided by Customer, ZGF will send up to three (3) follow-up e-mails to Customer at Customer's e-mail address then listed at the corresponding below-defined Customer Account in an effort to collect payment information from Customer to bring Customer's account current. Should Customer fail to provide payment for such fees in response to such follow-up e-mails, the corresponding Order and Package will be terminated, and Customer shall not be entitled to any refund of any fees collected by ZGF to date in connection with such Order or Package.

(h) **Additional Packages.** Customer may access, review, select, request, order, pay for and receive additional Packages, and track status of each Package and corresponding Package features and Package benefits, such as the Primary Package Benefit (defined below, including bonus points accrued), by accessing Customer's below-defined Customer Account.

2. **Package Features and Protocols.**

(a) **Duration of Package.** Each Package remains active until the earliest of the following (the "**Package End Date**"): (a) the Tag that is the subject of the Package is drawn, paid for and received by Customer, whereupon Customer shall receive the Primary Package Benefit as further set forth in this Section 2; (b) the Package is terminated due to failure to pay fees as set forth in Section 1(g), above; or (c) the Package or Customer's Customer Account is otherwise terminated as set forth in this Agreement.

(b) **Modification of Package.** At any time prior to the Package End Date, Customer may select additional species to include in the Package, change Unit selections and/or change weapon choices, at which point the Program will automatically recognize such modifications and process and calculate Package fee adjustments accordingly, and the corresponding Order will be updated accordingly.

(c) **Notice Upon Tag Draw.** Once the Tag is drawn, ZGF will e-mail to Customer, at Customer's e-mail address then listed at the corresponding below-defined Customer Account, confirming the species that will be hunted, Customer's corresponding Package features (the "**Primary Package Benefit**"), a list of recommended hunting gear (the "**Gear List**") and an option to purchase additional days for the outfitted hunt. In the event Customer purchases additional days for the outfitted hunt, and upon corresponding payment by Customer, the Program will automatically recognize such modification, and the corresponding Order will be

updated accordingly. A ZGF representative will also place a phone call to Customer, at Customer's telephone number then listed at the corresponding below-defined Customer Account, to answer any Customer questions and to review the logistics of the hunt.

(d) **Gear List.** The Gear List provided to Customer under Section 2(c), above, will be customized to the best of ZGF's ability to the requirements of Customer's hunt. While ZGF endeavors to list gear items that ZGF trusts and that ZGF personnel use on their own hunts, and while ZGF recommends such gear items in good faith, the Gear List is for general guidance only and shall not in any event or under any circumstance be construed as ZGF providing any advice, suggestions or recommendations regarding the hunting gear to be purchased, procured, used or utilized by Customer for the hunt, it being understood, acknowledged and agreed that Customer shall be solely and exclusively responsible for Customer's own determination as to what hunting gear to purchase, procure, use and utilize on the hunt. ZGF will work with hunting gear manufacturers, retailers and wholesalers (collectively, the "**Gear Providers**", and each a "**Gear Provider**") to obtain favorable pricing for hunting gear, and the Sites will have hyperlinks to the Gear Providers' websites to shop for such hunting gear accordingly, provided that any purchases made by Customer from any Gear Provider shall be commemorated in the form of an agreement (the "**Gear Provider Agreement**") exclusively between Customer and such Gear Provider. Notwithstanding anything in this Section 2(d) to the contrary, Customer understands, acknowledges and agrees that all Materials provided about, by or through the Gear Providers, and each of them, including without limitation at any Gear Provider's website hyperlinked to the Sites, are exclusively the responsibility of Customer and the corresponding Gear Provider, are for Customer's convenience and general guidance only, and shall not in any event or under any circumstance be construed as ZGF providing any advice, suggestions, recommendations or endorsements regarding the consideration or selection of a Gear Provider or hunting gear, it being understood, acknowledged and agreed that Customer shall be solely and exclusively responsible for determining and confirming Customer's requirements for Customer's hunt and for considering, selecting, purchasing, procuring, using and utilizing any Gear Provider or hunting gear. ZGF shall have no responsibility whatsoever for the quality or performance of any Gear Provider or any corresponding hunting gear, and ZGF shall have no duty, obligation or responsibility in relation to any Gear Provider Agreement, Customer's sole recourse regarding the same being solely against the applicable Gear Provider and in no event and under no circumstance ZGF.

(e) **Selection of Outfitter.** The Primary Package Benefit consists of ZGF's payment of a portion of the fees (the "**ZGF Outfitter Contribution**"), as designated in the corresponding Order, for a outfitted hunt, for one or more species as designated in the corresponding Order, charged by the outfitter assigned to Customer for the outfitted hunt (the "**Outfitter**"). The more time that passes between the date of an Order and the date the Tag is drawn, the more bonus points accrue, which in turn entitles Customer to an increase in the amount of the ZGF Outfitter Contribution, as set forth in the Order and at the Sites. For each Arizona Package (with Tags applied for and received for hunts in Arizona), Customer's Outfitter shall be either Arizona Strip Guides LLC, or else Arizona Elk Outfitters LLC (the "**Arizona Outfitters**"), as applicable to the Unit corresponding to the Package. Customer hereby understands, acknowledges and agrees that by selecting, ordering and paying for an Arizona Package, Customer has conducted

Customer's own due diligence and investigation regarding the Arizona Outfitters, and each of them, Customer has concluded based solely on Customer's own information, research, review and consideration that the Arizona Outfitters, and each of them, satisfy Customer's needs, and Customer will not hold ZGF liable or responsible for any performance issues, failures or deficiencies related to the Arizona Outfitters, or either of them. For any other Package, Customer may either choose from among ZGF's preferred Outfitter list at the Sites or else select another Outfitter of Customer's preference. In any event, all Materials provided about, by or through an Outfitter are exclusively the responsibility of Customer and the corresponding Outfitter, are for Customer's convenience and general guidance only, and shall not in any event or under any circumstance be construed as ZGF providing any advice, suggestions, recommendations or endorsements regarding the consideration or selection of an Outfitter, it being understood, acknowledged and agreed that Customer shall be solely and exclusively responsible for determining and confirming Customer's requirements for Customer's hunt and for considering and selecting any Outfitter to perform the outfitted hunt. ZGF's role with respect thereto is merely to provide the Sites as a means by which the outfitted hunt is selected, and by which the date, time, place and Outfitter for such outfitted hunt is confirmed by Customer and the applicable Outfitter, and to pay that portion of Customer's fees for the outfitted hunt corresponding to the applicable Primary Package Benefit. Customer hereby understands, acknowledges and agrees that by selecting an Outfitter, Customer has conducted Customer's own due diligence and investigation regarding the Outfitters, and each of them, Customer has concluded based solely on Customer's own information, research, review and consideration that the selected Outfitter satisfies Customer's needs, and Customer will not hold ZGF liable or responsible for any performance issues, failures or deficiencies related to such Outfitter. ZGF shall have no responsibility whatsoever for the quality, performance, acts or omissions of any Outfitter, including without limitation the Arizona Outfitters, or the results of or occurrences at any corresponding outfitted hunt, and Customer's sole recourse regarding the same shall be against the applicable Outfitter and in no event and under circumstance ZGF. In connection therewith, if ZGF has contracted with any Outfitter in connection with any outfitted hunt of Customer, and Customer becomes subject to any claims, demands, causes of action, debts or liabilities, or sustains any damages, losses or expenses in connection with any acts or omissions of such Outfitter in violation of such contract or for which such Outfitter is required to indemnify and hold harmless ZGF under such contract, ZGF hereby assigns to Customer ZGF's rights and remedies under such contract as to such Outfitter with respect thereto. Customer may not under any circumstances withdraw an Order or cancel a Package and then contract independently with any Outfitter listed at or through the Sites, it being understood and agreed that with respect to all Outfitters listed at the Sites, Customer may contract with such Outfitters solely and exclusively at and through the Sites utilizing the site protocols set forth in this Section 2.

(f) **Contract With Outfitter.** Upon selection of the Outfitter under Section 2(e), above, Customer will receive a contract from the selected Outfitter (the "**Outfitter Contract**") confirming the dates and length of the outfitted hunt. Review and execution of each Outfitter Contract are exclusively the responsibility of Customer and the corresponding Outfitter, and shall not in any event or under any circumstance be construed as ZGF providing any advice, suggestions or recommendations regarding the services to be provided to Customer in relation to the Outfitter Contract, or any corresponding contract terms, conditions, provisions or

requirements. ZGF's sole responsibility in relation to any Outfitter Contract shall be to pay to the applicable Outfitter that portion of the corresponding Outfitter Contract price corresponding to the Primary Package Benefit. Once ZGF has paid such amount, ZGF shall have no further duty, obligation, responsibility or liability to Customer, Outfitter or any other party under or in relation to the Outfitter Contract, the corresponding outfitted hunt or the corresponding Package, ZGF thereby becoming fully released and discharged in relation thereto, and Customer and the Outfitter shall have no recourse against ZGF. Customer shall be solely and exclusively responsible for all administration, management and monitoring of the Outfitter's performance of its services and provision of the outfitted hunt for Customer. Neither the Sites nor ZGF shall have any responsibility or liability whatsoever for any administration, management or monitoring of any services performed or outfitted hunt provided by any Outfitter.

(g) **Anytime Consultation.** As long as Customer has an active Package and Order and has maintained Customer's Customer Account under these Terms, Customer will have access to certain Materials at the Sites providing information on a number of hunting related topics, including without limitation species, Units, weapon choices, drawing odds, hunting techniques and other odds and ends (the "**Anytime Consultation Materials**"). All such Anytime Consultation Materials are for informational purposes only and should not be used as a determinant factor in Customer's or any other person's hunting means, methods and decision making. Notwithstanding any appearance or occurrence of the term "expert" at the Sites, neither ZGF, nor any principal, employee, agent or representative of ZGF, is holding itself out to be a licensed, registered, certified or otherwise formally qualified hunting educator, hunting expert, hunting guide or hunting advisor, and neither the Sites nor any Materials thereat, including without limitation the Anytime Consultation Materials, shall be considered to be advice or instruction of any sort. Customer shall remain solely responsible for all Customer decisions that in any manner could be considered related in any way to the Sites, Materials (including Anytime Consultation Materials), Program or Packages or any hunts or hunting expeditions, including without limitation any outfitted hunt paid for in whole or in part as the Primary Package Benefit. Customer hereby understands, acknowledges and agrees that all such decisions, including if and how Customer makes use of the Sites, Materials (including Anytime Consultation Materials), Program or Packages or any hunts or hunting expeditions, are Customer's and Customer's alone, made independently of ZGF and under no influence whatsoever of ZGF of the Sites or Materials. Any Outfitter that provides any information to Customer related to an outfitted hunt shall remain sole and independently responsible for compliance with such Outfitter's licensing, registration and certification requirements and other legal requirements related to outfitted hunts, including without limitation those administered by any applicable Hunting Regulator, and shall not in any event or under any circumstance be considered as providing any corresponding hunting related services through ZGF.

(h) **Outfitter Contracts and Gear Provider Agreements.** Each such Outfitter Contract and Gear Provider Agreement shall be negotiated, finalized and executed exclusively between Customer and the applicable Outfitter or Gear Provider. Customer is expected to comply fully with all terms, conditions and provisions set forth in each Outfitter Contract and Gear Provider Agreement executed by Customer and the applicable Outfitter or Gear Provider, provided that in the event of any conflict or inconsistency between these Terms and any Outfitter

Contract or Gear Provider Agreement, these Terms shall govern and take precedence. In no event and under no circumstance shall ZGF be responsible or liable to any Customer, Outfitter or Gear Provider, or to any third party, for or in relation to any Customer, Outfitter or Gear Provider's compliance with or enforcement of any Outfitter Contract or Gear Provider Agreement.

3. *General Terms Subject to Change.* These Terms may change without prior notice at any time, in ZGF's sole discretion, including, but not limited to, the protocols for use of the Sites, access to Packages and corresponding below-defined Outfitters, availability of Packages and Outfitters, materials made available at or through the Sites, or any of them, in connection with or in relation to any of the Packages or Outfitters and Program and Package features (including without limitation Primary Package Benefits) made available at and through the Sites (collectively, the "***Materials***"), descriptions, and other e-commerce related information and/or functionality. ZGF reserves the right, its sole discretion, to discontinue the Sites or availability of Packages, Outfitters or Gear Providers thereat, and/or modify the contents of the Sites, Materials or availability of Outfitters or Gear Providers, or any of them. Customer agrees that ZGF will not be liable to Customer for any such discontinuance or modification of the Sites, Packages, Outfitter or Gear Provider availability, or any of them, provided that once an Order is made, processed, confirmed and paid for, ZGF shall provide the Primary Package Benefit and otherwise proceed as set forth under Section 2, above, as set forth in such Order, and ZGF shall continue to make the Program and Package available as provided in such Order and as otherwise provided in these Terms. ZGF may otherwise update the Program, Packages, Sites and Materials from time to time in ZGF's sole and absolute discretion, and any further Orders shall be subject to such updating.

4. *Price and Payment Terms Subject to Change.* Because ZGF reserves the right, in its sole discretion, to change the price(s) associated with the Packages, and each of them, at any time, such price(s) are subject to change each time Customer accesses the Order page for a Package at the Site. In addition, all payment terms are similarly subject to change by ZGF. Unless and until Customer places an Order at the Site for a Package, and such Order is accepted and confirmed, Customer shall have no expectations as to price or payment terms based on previous access to and receipt of Materials or other information at, through or related to the Site. In any event, payment under an Order must be received by ZGF prior to ZGF's acceptance and confirmation of such Order. Payment under an Order may be made in any form that is acceptable to ZGF. All Payments by Customer shall be made through Customer's Customer Account at the Sites or such other account or accounts designated by ZGF at or through the Sites. Customer shall remain solely responsible, and ZGF shall have no liability or responsibility whatsoever, for any payments by Customer made through any parties or any accounts other than as such, and Customer shall indemnify ZGF for the same under Section 25, below. An Order is not binding upon ZGF until the Order is accepted and confirmed by ZGF as set forth in this Section 4.

5. *No Reliance.* *Customer hereby recognizes, acknowledges and agrees that Customer's decisions to engage in hunting activities, to apply for Tags, to obtain Tags, to contract with an Outfitter, to participate in an outfitted hunt and to purchase gear from a Gear Provider, are*

those of Customer and Customer alone. By making the Packages, the application for Tags, the Outfitters, the Gear Providers, and the Materials (including without limitation the Anytime Consultation Materials) available through the Sites, ZGF does not necessarily endorse such hunting activities, Tags, Outfitters or Gear Provider, or any of them, or the products, services, businesses or endeavors depicted in connection therewith, and ZGF does not provide any advice or recommendations regarding Customer's hunting needs or desires. All Materials made available at and through the Sites, and all information provided by ZGF through other means in connection with the Program and Packages, are for convenience only and are meant only to serve as a general guide to Customer in their independent review, analysis and determination regarding the Customer's hunting needs, any Tags applied for by Customer and any Outfitter and/or Gear Provider Customer chooses to provide corresponding services and products. Materials may be accessed and read through the Sites and printed out but may not be downloaded. ZGF also does not necessarily encourage or discourage Customer from accessing, receiving responsive proposals from, communicating with, negotiating and executing contracts with and retaining and engaging any Outfitter or Gear Provider in particular or receiving any hunting related services or products, including without limitation from such Outfitter or Gear Provider. In considering any particular Outfitter, Outfitter Contract, Gear Provider or Gear Provider Agreement, Customer, his/her/its advisers, if any, and his/her/its representatives, if any, have relied only on their own independent information, assessment and evaluation, including that pertaining to any information provided at or through the Sites in connection with the applicable Outfitter and Gear Provider. In no event and under no circumstance shall ZGF be responsible or liable to any Customer, Outfitter or Gear Provider, or to any third party, for any decision by any Customer to access, receive proposals from, communicate with, negotiate and execute contracts with, or retain and engage any particular Outfitter or Gear Provider, or to receive any corresponding services or products, including without limitation from any such Outfitter or Gear Provider. In the event Customer sustains any damages or injuries, suffers any losses, or incurs any costs or expenses, in relation to any hunting activities, including without limitation any outfitted hunt, or in relation to any Outfitter Contract or Gear Provider Agreement, Customer's sole recourse, if any, shall be against the applicable Outfitter or Gear Provider and those performing work or providing services or products through such Outfitter or Gear Provider, and in no event and under no circumstance shall be against ZGF.

6. Regulatory Compliance. Customer shall at all times remain solely responsible for Customer's compliance with all legal requirements applicable to Customer's application for and receipt, use and utilization of any Tag, including without limitation those administered by any applicable Hunting Regulator. ZGF shall in no event and under no circumstance have any duty, obligation or responsibility for any such legal or regulatory compliance on behalf of Customer, even if Customer pays for and receives the Easy Application Service. In the event Customer fails to maintain any qualifications to receive, use and utilize any Tag, or otherwise becomes ineligible for any such Tag, the corresponding Order and Package will be terminated, and Customer shall not be entitled to any refund of any fees collected by ZGF to date in connection with such Order or Package.

7. Term of Program Membership. Customer's membership in the Program shall commence, and the corresponding Customer Account shall be established, upon ZGF's

acceptance and confirmation of Customer's first Order for a Package at the Sites. Compensation by Customer to ZGF shall be exclusively as set forth in connection with each Package and corresponding Order, provided that Customer's membership in the Program and Customer Account shall remain active after commencement, and Customer shall continue to have access to and use of other Program features, including without limitation the Anytime Consultation Materials, until such time as Customer cancels Customer's membership in the Program or ZGF terminates Customer's Program membership and Customer Account in accordance with these Terms.

8. *Authorized Use.*

(a) ***Limited License.*** ZGF grants Customer a limited license to access and make personal use of the Sites for legal purposes and uses and that are otherwise permitted by these Terms, namely to access, review, register with and participate in the Program, to access, review, select, request, order, pay for and receive one or more Packages, and to realize the features and benefits thereof as set forth in these Terms. This license does not include any resale or commercial use of the Sites or contents thereof; any collection and use of any Materials, or any Outfitter or Gear Provider listings, descriptions, features, qualifications or related information; any derivative use of the Sites or contents thereof; any downloading or copying of account information for the benefit of another; or any use of data mining, robots, cookies or similar data gathering and extraction tools. Customer shall have the ability to post certain limited content at the Sites, including without limitation testimonials, upon prompting.

(b) ***No Modifications or Deep Links.*** Other than page caching, Customer is not authorized to download or modify the Sites, or any of them, or any portion thereof. Unless otherwise authorized in writing by ZGF, no Customer or other third-party is authorized to deep link to any web page contained in the Sites, or any of them, (*i.e.*, no links are permitted under any circumstances from third-party websites to any page of the Sites, or any of them, other than the Sites' home pages). Such links are expressly prohibited. In addition, no Customer or third party may link to any of the Sites' home pages in such a manner as to create a reasonable possibility or likelihood of confusion by users of a third party website as to the true ownership or sponsorship of the Sites, or any of them, and/or as to the existence or lack thereof of some affiliation or other relationship between ZGF and the third party and/or its website.

(c) ***Posting Restrictions.*** No Customer may post or transmit through the Sites, or any of them, any material that violates or infringes in any way upon the rights of others, which is unlawful, misleading, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, confidential or proprietary to third parties, or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, which is inconsistent with the non-religious and non-political purposes of the Sites, or any of them, or which contains advertising or any solicitation with respect to products or services, each as determined by ZGF in its sole discretion. Customer is also prohibited from using the Sites, or any of them, in any way that restricts or inhibits any Outfitter, Gear Provider or any other customer or user of the Sites, or any of them, from using or enjoying the Sites, or any of them. Also, Customer shall not use the Sites, or any of them, for

any illegal purpose, including but not limited to, uses in violation of the CAN-SPAM Act of 2003, or in violation of any privacy laws.

(d) **No Harmful Materials.** Customer shall refrain from uploading, posting, e-mailing, or otherwise transmitting to or through the Sites, or any of them, or to or through any Outfitter or Gear Provider or any other user or customer at the Sites, or any of them, any messages, programs, or other materials (including but not limited to Trojan Horses, malware, spyware, viruses, worms, and the like) that contain software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of or perform any invasive measures upon any computer software or telecommunications equipment.

(e) **Customer Responsibility.** ZGF may enact and enforce reasonable rules of use as promulgated and amended from-time to-time by ZGF regulating the use of the Sites, or any of them, by all parties, including without limitation Customer, and Customer agrees to be bound by and to bind each of its Customers to such rules.

9. Customer Account and Password. Customer shall propose, and ZGF shall approve and assign, a unique username and password for the account of Customer (the “**Customer Account**”) to access the Sites, participate in the Program and Packages, monitor activities regarding such Customer Account, Program membership and Package features and benefits, and manage such Customer Account in accordance with these Terms. Such username may but does not have to be the verifiable e-mail address presented by Customer to be affiliated with the Customer Account. Customer shall also have the opportunity to change such username and password from time to time in accordance with ZGF’s security policies, which are incorporated herein and integrated herewith by this reference (with the understanding that in the event of any conflict or inconsistency between these Terms and any document incorporated herein or integrated herewith by reference, these Terms shall govern and take precedence). Customer may not authorize any other person or party to access the Sites, or any of them, using Customer’s username and password, except upon the express actual authorization of ZGF, in ZGF’s sole discretion, whereupon each such person shall become an “**Authorized End User**”; provided that no person may become an Authorized End User except upon submittal to ZGF, and ZGF’s confirmation of, a verifiable e-mail account of such Authorized End User with the same domain name or from the same network host as that for the username associated with the Customer Account. Customer acknowledges and agrees that Customer and each Authorized End User shall be responsible for maintaining the confidentiality of Customer’s username and password, and to the extent caused by, arising from or attributable to the acts and omissions of Customer, or Customer’s agents, employees, representatives or other parties for whom Customer is legally responsible, including without limitation any Authorized End User, Customer shall be responsible and liable for any consequences that may result from their disclosure, including but not limited to any resulting access to, use of, or modification of the Sites or any Materials, or any of them, and access to, integrity of and loss of any Customer Content (as defined in Section 10, below). Customer agrees to accept full responsibility for all activities that occur under Customer’s Customer Account, username and/or password. ZGF reserves the right to refuse service, terminate accounts, or remove or edit content, including without limitation Customer Content and Materials, in ZGF’s reasonable discretion. Customer’s username, account and password are non-

transferable, except upon written agreement by ZGF, in ZGF's sole discretion, and may not under any circumstances be shared except as expressly set forth in this Section 9. Customer agrees to (a) maintain all equipment necessary for Customer's access to and use of the Sites; (b) maintain the security of Customer's Customer Account identification, username, password, Customer Content and any other confidential information relating to the Customer Account; and (c) take responsibility for all charges resulting from use of the Customer Account, including without limitation those pertaining to any unauthorized use prior to Customer notifying ZGF of such unauthorized use and taking the legal steps to prevent its further occurrence by contacting ZGF to change Customer's password.

10. *Customer Profile Data and Content.* Customer shall have the sole responsibility to input and maintain Customer's profile data at the Sites. Such data, all of which is incorporated into and integrated with these Terms by this reference, shall under all circumstances include identification of Customer and each Authorized End User, together with individual point of contact (if Customer or such Authorized End User is a corporate entity or trust), age (of Customer/Authorized End User or such individual contact), gender (of Customer/Authorized End User or such individual contact), and most recent active physical address (including zip code), e-mail address and telephone number. Customer shall maintain his/her/its own proprietary content and profile data provided and utilized in connection with the utilization of the Sites (collectively, "***Customer Content***"), and to test to ensure that Customer Content, including without limitation all profile data, is maintained and up to date. ZGF shall exercise reasonable efforts to secure Customer Content, and ZGF shall not maintain, test or alter Customer Content in any way. Customer Content shall be maintained and managed at or through the Sites in accordance with ZGF's Privacy Policy for the Sites, which Privacy Policy is incorporated herein and integrated herewith by this reference. In the event of any conflict or inconsistency between such Privacy Policy and these terms, such Privacy Policy shall govern and take precedence. Except as otherwise expressly provided in these Terms and such Privacy Policy, ZGF does not warrant that any Customer Content shall be maintained or up to date in any manner, and ZGF shall not have any responsibility for any mistaken information in any Customer Content, Materials, Outfitter Contract or Gear Provider Agreement. In any event, ZGF shall not have any responsibility whatsoever for any claims, damages, losses, costs or expenses attributable to Customer's failure to maintain and update Customer Content as appropriate. Specifically, Customer shall remain solely responsible for all errors or problems in Customer Content impacting the Sites, or any of them, or the processing of any Tag or application for any Tag, or of any Outfitter Contracts or Gear Provider Agreements. Except as otherwise expressly provided in these Terms and ZGF's Privacy Policy, ZGF does not warrant that any Customer Content at the Sites will be made available to Customer after termination of Customer's Program membership and Customer's corresponding access to the Sites and the Customer Account. Customer shall maintain a copy of all Customer Content in an accessible way prior to such termination. Except as otherwise expressly provided in these Terms and ZGF's Privacy Policy, Customer Content at the Sites, including without limitation Customer's proprietary information, shall not be returned to Customer once uploaded to the Sites. Any Customer Content uploaded to the Sites shall be for the sole use by Customer, each Authorized End User, ZGF and any applicable Outfitters, provided that ZGF will not share any such Customer Content with any other user, customer or any third party except as authorized under these Terms and ZGF's Privacy Policy and any

contract(s) and as reasonably needed to operate and maintain the Sites, Program and Packages and to maintain the update the Materials.

11. *Third Party Hosts.* Customer acknowledges that certain aspects, features and functions of the Sites reside in computing environment(s) of one or more third party hosting companies, which comprise both servers and telecommunications services, and that certain uses of the capabilities offered by the Sites may render the Sites, or any of them, inaccessible or may impair the performance of the computing environment for Customer and/or one or more Outfitters or Gear Providers. In the event of any such use by Customer, ZGF shall so notify Customer, and Customer shall be obligated to put an immediate stop to such use and will notify ZGF, in writing, that Customer has stopped such use. In the event of Customer's failure to put an immediate stop to such use, ZGF reserves the right to suspend or terminate Customer's Program membership and corresponding access to the Sites and Customer Account, or any of them.

12. *Security.* ZGF shall exercise commercially reasonable efforts to operate, maintain and provide the Sites in good working order and shall establish and maintain commercially reasonable security measures designed to protect Customer from any security breaches at or through the Sites. However, ZGF shall not under any circumstances be responsible for any security breaches caused by, arising from, resulting from or attributable to any factor other than ZGF's gross negligence or intentional misconduct. Specifically, among other things, ZGF shall have no responsibility for any security breaches caused by, arising from, resulting from or attributable to any features employed by any third party hosting company, it being understood and agreed that Customer may not under any circumstances hold ZGF responsible or liable therefor and that Customer's recourse therefor shall be limited to the appropriate third party hosting company or companies and shall in no event and under no circumstance be against ZGF.

13. *Site Operation and Maintenance.* ZGF shall use reasonable efforts to maintain the Sites in good condition and operating order. ZGF shall not be responsible for any inaccessibility of Customer, any Authorized End User or any Outfitter due to scheduled maintenance and upgrades of the Sites, or any of them, or any corresponding Internet servers or software. ZGF shall use reasonable efforts to ensure that any period of inaccessibility shall not exceed 48 hours. In the event that the Sites, or any of them, become inaccessible, or operation thereof fails in any way, Customer or an Authorized End User shall give written notification of the inaccessibility or the failure, and in the case of failures, sufficient information to permit replication and analysis. Upon receipt of notice from Customer or an Authorized End User of any inaccessibility or failure, ZGF shall use reasonable efforts to diagnose the cause of the inaccessibility or failure. Upon completion of the diagnosis, ZGF shall advise Customer and any Authorized End User who provides the written notification of the cause of the inaccessibility or failure and shall use efforts that ZGF considers to be reasonable in ZGF's sole discretion to restore access to and use of the Sites or avoid the failure. Notwithstanding the foregoing, ZGF shall have no obligation to resolve any inaccessibility or failure caused by (a) modification of the Sites, or any of them, by any party other than ZGF, (b) use of the Sites, or any of them, for any purpose other than intended, (c) misuse or incorrect use of the Sites, or any of them, or (d) malfunction of any Customer, Authorized End User or third party's computer or any telecommunications services not under the control of ZGF. ZGF shall implement the data archive procedures resident in the

Sites at reasonable regular intervals, and Customer acknowledges that the liability for loss, destruction or damage to any data Customer may store in ZGF's computing environment, including without limitation any Customer Content, is limited pursuant to these Terms. ZGF has the sole right to maintain and update the logical and physical organization and structure of the databases and associated files within the Sites.

14. *Third Party Content.* The Sites contain and may contain information, data, software, photographs, graphs, videos, typefaces, graphics, audio and other material (collectively "***Content***"), including without limitation Content posted by Outfitters and Gear Providers. ZGF does not control the Content supplied by parties other than directly by ZGF. Any opinions, advice, statements, services, offers, and/or other information that constitute part of Content expressed or made available by third parties and not directly by ZGF are those of the respective Outfitters, Gear Providers, authors or distributors, and not of ZGF. Neither ZGF, nor any third party, including any third-party user or customer of the Sites, or any of them, guarantees the accuracy, completeness, or usefulness of any Content not directly of ZGF, nor its merchantability or fitness for any particular purpose. In many instances, the Content available through the Sites, including qualifications, experience, expertise and descriptions of certain Outfitters, Gear Providers, and related services, products and endeavors provided at or through the Sites, represent the opinions and judgments of the respective Outfitter, Gear Provider, customer, vendor, service provider or user. ZGF neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made on or at the Sites, or any of them, by anyone other than ZGF and by ZGF's actually authorized employees and independent contractors for and on behalf of ZGF. Under no circumstances shall ZGF be liable for any loss, damage or harm caused by Customer's reliance on information obtained through the Sites, or any of them, other than information originated by ZGF. It is the sole responsibility of a Customer to evaluate the information, opinion, advice or other Content made available through the Sites other than that originated by ZGF.

15. *Links to Other Sites.* The Sites may reference or link to third-party websites throughout the Internet, including without limitation those for Outfitters and Gear Providers. ZGF has no control over such third-party websites or the content within them. ZGF cannot and does not guarantee, represent or warrant that the content contained in such third-party websites is accurate, legal or inoffensive. ZGF does not endorse the content of any third-party website, nor does ZGF warrant that they will not contain viruses or otherwise impact Customer's computer. ZGF does not assume any responsibility or liability for the actions, product, services, and content of all these and any other third parties. If Customer chooses to link to or use a third-party website, Customer should carefully review such third party's privacy statement and other terms and conditions of use. By using the Sites, or any of them, to search for or link to another third-party website, Customer agrees and understands that Customer may not make any claim against ZGF for any damages or losses, whatsoever, resulting from Customer's use or utilization of the Sites, or any of them, to obtain search results or to link to another website.

16. *Posted Materials.* Customer understands and acknowledges that ZGF cannot, does not and will not monitor all material posted or transmitted by Outfitters, Gear Providers, other customers, users and third party information providers at the Sites. Although ZGF has no

obligation to review or remove any such content, in general, ZGF reserves the right to remove any content posted at or through the Sites, or any of them, at any time for any reason in ZGF's sole discretion, including without limitation copyrighted content or other proprietary information of any kind that has been posted or linked to without the express permission of the owner of that material. Decisions in such regard shall be made by ZGF in its sole discretion after actual notice of such posting.

17. *Customer Abuse.* In addition to other grounds set forth above and elsewhere in these Terms, and not in exclusion thereof, ZGF reserves the right to suspend or terminate Customer's Program membership access to and use and utilization of the Sites, Materials, Packages, or any of them, as well as to lock or freeze the Customer Account, in the event Customer knowingly or willfully breaches, violates or reneges on any Outfitter Contract or Gear Provider Agreement, violates any applicable legal requirements or on multiple occasions fails to pay fees for Packages as required under Section 1(g) above.

18. *Confidentiality and Intellectual Property.* In connection with these Terms, and Customer's access to, review of, registration with and participation in the Program, Customer's access to, review of, selection of, request for, order of, payment for and receipt of the Packages, and Customer's realization of the features and benefits of the Program and Packages at the Sites, ZGF might disclose, and Customer might receive, certain "ZGF Confidential Information" concerning one or more businesses, products, materials and/or services of ZGF (collectively, the "**ZGF Items**"), which ZGF deems to be highly proprietary and valuable.

(a) ***Scope of Confidentiality Protection.*** For the purpose of this Section 18, "**ZGF Confidential Information**" shall include all information, whether written or oral, that is prepared, uniquely known and/or provided by ZGF, any member or principal of ZGF, and/or any affiliate, parent, subsidiary, principal, member, officer, director, employee, agent, representative, predecessor, successor or assign of any of them, in any event excluding Customer or any of the below-defined Customer Parties (collectively, the "**ZGF Parties**", and each a "**ZGF Party**"), including without limitation that related to prospective development of the ZGF Items, or any of them, descriptions, compositions and features of the ZGF Items, or any of them, operational, logistical, financial, physical, legal and other practical requirements for the ZGF Items, or any of them, expected financial gains to be realized from the ZGF Items, or any of them, identities of parties potentially involved with the ZGF Items, or any of them, including without limitation actual and prospective vendors, contractors, consultants, distributors, suppliers, and other business partners of ZGF related to the ZGF Items, or any of them, prospective impacts of the ZGF Items, or any of them, and other information related to the ZGF Items, or any of them, or ZGF's ongoing or prospective involvement with the ZGF Items, or any of them, which is not readily available to the public. For the purpose of this Section 18, "**ZGF Confidential Information**" shall also mean (i) the contents of these Terms, with the understanding that the existence of these Terms and Customer's general obligation of confidentiality hereunder may and should be disclosed to all third parties who seek or might receive any Confidential Information, (ii) all terms, conditions and features related to Customer's access to, review of, consideration of and selection of Outfitters listed at or through the Sites, (iii) all ZGF Intellectual Property, as defined in Section 18(b), below, (iv) non-public information related to any and all

ZGF Items developed, performed or generated by or for ZGF or any of the ZGF Parties, and (v) proprietary information relating to the business, operations, methodologies, technologies, personnel, vendors, financial condition or procedures of ZGF or any of the ZGF Parties that is not generally known to the public and that, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary. ZGF Confidential Information shall include any information, whether or not labeled “confidential”, that by its nature could be deemed to be confidential, sensitive, privileged and/or proprietary information of ZGF or any of the ZGF Parties. Customer shall disclose ZGF Confidential Information solely as necessary to access, review, register with and participate in the Program, to access, review, select, request, order, pay for and receive the Packages, and to realize the features and benefits thereof at the Sites, each as set forth in these Terms, and Customer shall consider and utilize ZGF Confidential Information solely for such purposes. ZGF Confidential Information may be disclosed orally, visually, and in written form (including but not limited to electronic or other media).

(b) **ZGF Intellectual Property.** All intellectual property in any way related to any ZGF Items is hereby acknowledged to remain in the exclusive possession of ZGF, the applicable ZGF Party, or the applicable licensor thereof (the “**ZGF Licensor**”), as appropriate, and any rights to or interests in such “**ZGF Intellectual Property**”, or any permutation or derivation thereof, are hereby fully disclaimed, waived and renounced by Customer in favor of ZGF, the applicable ZGF Party, or the applicable ZGF Licensor, as appropriate, subject to the limited license provided in Section 8(a), above. For the purposes of this Section 18(b), “**ZGF Intellectual Property**” means all intellectual property owned, licensed (as licensee) or otherwise used by ZGF and/or any of the ZGF Parties, arising from or in respect of, or that might arise from or relate to, the following, whether protected, created or arising under the laws of the United States or any other jurisdiction, whether or not registered with any governmental authority: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part, reexaminations, or reissues of patent applications and patents issuing thereon (collectively, “**Patents**”), (ii) all trademarks (registered or common law marks), service marks, trade names, service names, brand names, trade dress rights, logos, domain names, Internet URL addresses, corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, “**Marks**”), (iii) all copyrights and registrations and applications therefor, works of authorship and mask work rights (collectively, “**Copyrights**”), (iv) all discoveries, concepts, ideas, research and development, know-how, formulae, inventions, compositions, manufacturing and production processes and techniques, technical data, data compilations, text information and materials, graphics, procedures, designs, drawings, specifications, databases, and other proprietary and confidential information, whether or not displayed, maintained or accessed on, at or through the Sites, or any of them, including without limitation sponsor lists, vendor lists, user lists, customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals of ZGF and/or any of the ZGF Parties, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Marks, Copyrights or Patents, (v) all software, including all source code and open source code, and all related documentation; (vi) all artwork, designs, images, photographs or other content displayed, illustrated or otherwise used on or in connection with ZGF’s websites, including without limitation the Sites, or any websites of any of the ZGF Parties or otherwise

used in connection with ZGF or any ZGF Items, and (vii) all other technology and know-how uniquely in the possession of ZGF and/or any of the ZGF Parties.

(c) ***Restrictions Regarding ZGF Intellectual Property.*** Neither Customer, nor any affiliate, parent, subsidiary, principal, officer, director, employee, agent, representative, predecessor, successor, assign, legal or financial advisor, contractor or consultant of Customer (including without limitation any Authorized End User), in any event excluding ZGF, an applicable ZGF Party or an applicable ZGF Licensor (collectively, the “***Customer Parties***”, and each a “***Customer Party***”), may apply for a right in any ZGF Intellectual Property, or use or utilize any ZGF Intellectual Property for any purpose other than that provided under Section 8(a), above, except upon the express written consent of an actually authorized representative of ZGF in the sole and absolute discretion of ZGF, whether or not any ZGF Intellectual Property has been issued, registered, or in any other way afforded any rights by the United States Patent and Trademark Office, the United States Copyright Office, or other similar administrative agency. To the extent Customer or any Customer Party may claim any rights, direct, derivative or otherwise, related to any ZGF Intellectual Property, other than the limited license provided under Section 8(a), above, Customer hereby disclaims, and shall cause each Customer Party to disclaim, such rights, and hereby assigns, and shall cause each Customer Party to assign, such rights to ZGF. Customer agrees to execute and to cause each Customer Party to execute, and in the alternative hereby grants to ZGF, and shall cause each Customer Party to grant to ZGF, power of attorney to execute and record in Customer’s stead, and in each Customer Party’s stead as applicable, any and all documentation, including without limitation disclaimers and assignments of ZGF Intellectual Property rights, as necessary to document publicly, legally, and officially the exclusive ownership of all ZGF Intellectual Property by ZGF, the applicable ZGF Party, or the applicable ZGF Licensor, as appropriate. Neither Customer, nor any third party, may market, utilize, reuse or redistribute any ZGF Intellectual Property, except as authorized hereunder or except as approved in writing by an actually authorized representative of ZGF. With the exception of the limited license under Section 8(a), above, no license or other right of any kind in any ZGF Intellectual Property is granted or otherwise provided to Customer, to any Customer Party or to any third-party in relation to these Terms or Customer’s use of the Sites, or any of them, or Customer’s access to, review of, registration with and participation in the Program, Customer’s access to, review of, selection of, request for, order of, payment for and receipt of the Packages, and Customer’s realization of the features and benefits of the Program and Packages at the Sites, or any of them. Neither Customer nor any Customer Party may frame or utilize any framing techniques to enclose any ZGF Intellectual Property or ZGF Confidential Information. Neither Customer nor any Customer Party may use any metatags or other hidden text utilizing ZGF Intellectual Property. Any unauthorized use terminates the permission or license granted by ZGF under Section 8(a), above, whereupon ZGF may but is not obligated to suspend or terminate Customer’s Program membership and/or access to the Sites, Materials and Customer Account. The Sites contain copyrighted material, trademarks and other proprietary information, which may include text, software, photos, video, graphics, music and sound. ZGF owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Neither Customer nor any Customer Party may modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Sites’ content or Materials, in whole or in part. Except as otherwise expressly

permitted under copyright law or expressly allowed herein, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of ZGF. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made.

(d) ***Restrictions Regarding Disclosure of ZGF Confidential Information to Third Parties.*** Customer shall, and shall cause each Customer Party to, hold ZGF Confidential Information, whether delivered before or after the date hereof, in strict confidence and shall refrain from and cause each Customer Party to refrain from: (i) providing, copying, disclosing, divulging or otherwise making available any ZGF Confidential Information to any other person or entity without the prior written consent of an actually authorized representative of ZGF, in ZGF's sole discretion; and (ii) removing or permitting to be removed from such ZGF Confidential Information any notice indicating the confidential nature of, or ZGF's proprietary right in and to the ZGF Confidential Information. Customer shall, and shall cause each Customer Party to, exercise at least the same degree of care and protection with respect to ZGF Confidential Information that Customer or such Customer Party, as applicable, would exercise with respect to Customer's (or such Customer Party's) own confidential, sensitive, privileged and/or proprietary information, which in no event shall be less than the highest level of care for the industry. Customer shall, and shall cause each Customer Party to, take all precautions necessary to ensure that the Confidential Information shall not be, or permitted to be, shown, copied or disclosed to other parties, except as expressly provided in this Section 18. In the event of written consent to disclose Confidential Information to any other party, Customer shall, and shall cause each Customer Party to, advise that other party of his/her/its obligations with respect to the ZGF Confidential Information, and have that party acknowledge in writing that the terms and conditions of this Section 18 may be directly enforced by ZGF against him/her/it as a condition to such disclosure. Customer or the Customer Party, as applicable, shall provide an original of such written acknowledgment to ZGF, if so requested by ZGF. In any event, Customer or such Customer Party, as applicable, shall disclose the ZGF Confidential Information to the other only as necessary for the purposes authorized in writing by an actually authorized representative of ZGF. In addition, Customer or such Customer Party, as applicable, shall ensure that confidentiality notices are included on copies of ZGF Confidential Information so provided and shall account for the return or destruction of the ZGF Confidential Information and all reproductions thereof, if so requested by ZGF. In any event, ZGF consents to disclosure of ZGF Confidential Information by Customer to any Customer Party, or such Customer Party's employees, contractors, consultants and advisers as necessary for the purposes set forth in Section 18(a), above, provided such disclosures are subject to the remaining requirements of this Section 18.

(e) ***Exception for Customer Content.*** Any proprietary Customer Content that is collected or generated through use of the Sites, or any of them, shall be deemed confidential information of Customer, which shall be subject to the provisions of Section 18 of these terms and the corresponding restrictions thereon as applied to ZGF's protection and disclosure thereof, in any event subject to this Section 18(e). Customer shall be solely responsible for the accuracy, quality, integrity, reliability, appropriateness, legality and intellectual property ownership or right

to use all of the Customer Content, and Customer shall have indemnity obligations to ZGF therefor and in relation thereto as provided in Section 25, below. Customer represents and warrants that (i) Customer has the appropriate authority, license or other rights to use all such Customer Content and to provide such Customer Content as contemplated in these Terms; (ii) Customer has and will maintain all rights, consents and approvals required to grant to ZGF the rights to access, use, adapt, display and modify Customer Content in accordance with this Section 18(e) and will upon ZGF's request provide proof of the same; and (iii) Customer shall not knowingly infringe upon the intellectual or other proprietary rights of any third party. Customer hereby grants to ZGF a nonexclusive, irrevocable, transferable, perpetual, worldwide, royalty-free and fully paid-up license to access, use, adapt, display and modify any and all Customer Content that is collected or generated through use of the Sites, or any of them, for any legal purpose, including without limitation to perform ZGF's obligations under these Terms, to enforce these Terms, to analyze, transfer and use such Customer Content in an aggregated form from which all personally identifiable information has been removed, for purposes of benchmarking Program or system performance, preparing statistics, system metrics and other purposes, and to market the Sites and ZGF's products and services, as well as the right to sublicense such rights to any holding provider and other third parties as necessary for ZGF to do so or as may be reasonably necessary or appropriate in connection with the provision of the Sites and performance of services and functions related thereto by ZGF, and Customer's use and utilization thereof.

(f) ***Ownership of ZGF Confidential Information.*** Subject to the license set forth in said Section 8(a), above, all ZGF Confidential Information, including reproductions thereof, shall be deemed to be and remain the exclusive property of ZGF (or ZGF Party or ZGF Licensor, as appropriate), and no ownership rights of any kind in and to any ZGF Confidential Information are transferred hereby, hereunder or in connection herewith to Customer, any Customer Party or any third party. Customer acknowledges that Customer does not acquire any such ownership rights by accessing and utilizing copyrighted material or otherwise using the Sites, or any of them. All rights are reserved.

(g) ***Exceptions to Confidentiality.*** The foregoing obligations of confidentiality shall not apply to any ZGF Confidential Information, which: (i) is or becomes available to the public through no act or omission of Customer, any Customer Party or any party in violation of the terms and conditions of this Section 18; (ii) was already known by Customer at the time of the disclosure by ZGF, as evidenced by Customer's written records existing prior to the date of ZGF's disclosure; (iii) is lawfully obtained from a person or entity other than ZGF or Customer without any obligation of confidentiality; (iv) is approved for release by ZGF's written authorization, but only to the extent of such authorization and subject to the further requirements set forth in Section 18(d), above; (v) is required by law or regulation to be disclosed to any person, but only: (A) to the extent and for the purposes of such required disclosure and (B) after first giving ZGF reasonable notice of such required disclosure and reasonable opportunity to contest such required disclosure; (vi) is disclosed in response to a valid order of a court or other governmental body or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if Customer first promptly notifies ZGF of the order and permits ZGF to seek an appropriate protective order; or (vii) is developed independently for

Customer or a Customer Party by personnel not having access to any ZGF Confidential Information.

(h) **Reverse Engineering / Independent Development.** Notwithstanding any other provision of this Section 18 or these Terms, Customer shall not (and Customer shall not use any third party to), and Customer shall cause each Customer Party not to (and not to use any third party to) reverse engineer, decompile, disassemble, or otherwise attempt to discern the design, structure, internal workings, or other technology incorporated in any ZGF Confidential Information.

(i) **Restrictive Covenant.** In consideration of any ZGF Confidential Information, which Customer or any Customer Party will receive or have access to, in connection with the Sites, Materials, Program, Packages and ZGF Items, Customer shall not, and shall cause each Customer Party not to use or utilize any ZGF Confidential Information to: (i) directly or indirectly sell to, solicit or divert, or attempt to sell to, solicit or divert any customer, client or business affiliate of ZGF for the purpose of or with the result of (A) competing with ZGF with respect to the Sites, Materials, Program, Packages or ZGF Items, or any of them, (B) altering, modifying, diverting or precluding the development of any ZGF business relationship involving the Sites, Materials, Program, Packages or ZGF Items, or any of them, or (C) otherwise interfering with business transacted with ZGF with respect to the Sites, Materials, Program, Packages or ZGF Items, or any of them; or (ii) directly or indirectly solicit or attempt to solicit, encourage, induce or entice ZGF's employees, contractors, suppliers or consultants to terminate or modify their employment, engagement or business relationship with ZGF with respect to the Sites, Materials, Program, Packages or ZGF Items, or any of them.

(j) **Obligation to Notify and Assist.** Customer agrees to immediately notify ZGF of any unauthorized use or disclosure of any ZGF Confidential Information related to Customer's possession of such ZGF Confidential Information or any other breach of this Section 18 and these Terms, and Customer agrees to cooperate in every reasonable way to help ZGF regain possession of any misused or mis-disclosed ZGF Confidential Information and prevent (or limit to the extent possible) its further unauthorized use or disclosure.

(k) **No Warranty.** All ZGF Confidential Information is provided "as-is, where-is". ZGF makes no warranty, express or implied, regarding the timeliness, accuracy, performance or completeness of any ZGF Confidential Information, except to the extent ZGF actually knows of or actually discovers any inaccuracies, errors or omissions in such information, in which event ZGF hereby warrants that it will promptly either correct or complete such information or report comprehensively and fully all inaccuracies, errors and omissions in such information.

19. Non-Disparagement. Customer shall not at any time, directly or indirectly through third parties, actively or passively, disparage, question, criticize or otherwise make reference to any of the Sites or the Program, or to ZGF or any ZGF Party, or to any actions or failures to act of ZGF or any ZGF Party, or cause others to do so, if the effect of such action(s) reasonably could be anticipated to result in any harm to or adverse impact upon the reputation, business, interests or relations of ZGF or any ZGF Party, or to the morale among the work force of ZGF or any ZGF

Party. Nothing in this Section 19 shall prevent Customer from enforcing these Terms and realizing any remedies to which Customer is entitled hereunder.

20. *Injunctive Relief.* Customer recognizes and agrees that a breach of any or all of the provisions of Sections 8, 18 and 19, above, will constitute immediate and irreparable harm to ZGF's valuable business relations, for which damages cannot be readily calculated and for which damages and other remedies at law constitute an inadequate remedy. In the event Customer or any Customer Party attempts or threatens to violate its obligations under such Sections 8, 18 and 19, above, ZGF shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining any further breaches of such Sections 8, 18 and 19.

21. *Warranty Disclaimers.* THE SERVICES PROVIDED BY OUTFITTERS AND THE PRODUCTS PROVIDED BY GEAR PROVIDERS MIGHT BE SUBJECT TO CERTAIN LIMITED WARRANTIES PROVIDED BY SUCH OUTFITTERS AND GEAR PROVIDERS AS SET FORTH IN THE CORRESPONDING OUTFITTER CONTRACTS AND GEAR PROVIDER AGREEMENTS. CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY EVENTS OR CIRCUMSTANCES GIVING RISE TO ANY CLAIMS IN RELATION TO ANY SUCH LIMITED WARRANTIES OR IN RELATION TO ANY SERVICES PERFORMED BY ANY OUTFITTERS OR PRODUCTS PROVIDED BY ANY GEAR PROVIDERS, CUSTOMER'S SOLE RECOURSE SHALL BE AGAINST THE PARTY PROVIDING SUCH WARRANTIES, PERFORMING SUCH SERVICES AND PROVIDING SUCH PRODUCTS, AND UNDER NO CIRCUMSTANCES SHALL ZGF OR ANY ZGF PARTY BE HELD LIABLE OR RESPONSIBLE FOR ANY SUCH WARRANTIES. WITH THE EXCEPTION OF SUCH LIMITED WARRANTIES, THIS SITE AND THE MATERIALS, PROGRAM AND PACKAGES ARE PROVIDED AS IS, WHERE IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CUSTOMER ACCEPTS, USES AND UTILIZES THE SAME AT CUSTOMER'S OWN KNOWING AND VOLUNTARY RISK, AND THESE TERMS PROVIDE NO SUCH WARRANTIES. WITH THE EXCEPTION OF ANY SUCH LIMITED WARRANTIES PROVIDED EXCLUSIVELY BY THE OUTFITTERS AND GEAR PROVIDERS, AND WITH THE EXCEPTION OF ZGF'S OBLIGATION TO COMPLY WITH THESE TERMS, TO THE EXTENT PERMITTED BY LAW, ZGF HEREBY EXPRESSLY DISAVOWS, AND CUSTOMER HEREBY WAIVES AND DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER ORAL, IN WRITING OR IN ELECTRIC FORM, EXPRESS OR IMPLIED. AMONG OTHER THINGS, NEITHER ZGF NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSEES, EMPLOYEES, OFFICERS, DIRECTORS, ASSIGNEES, OR AGENTS WARRANT THAT THIS SITE, THE MATERIALS OR ANY OTHER INFORMATION PROVIDED AT OR THROUGH THE SITES WILL BE UNINTERRUPTED OR ERROR FREE, FULLY FUNCTIONAL, UP TO DATE, SATISFACTORY TO CUSTOMER OR SUITABLE FOR CUSTOMER'S PURPOSES.

22. *Limitation of Liability.* ZGF SHALL HAVE NO LIABILITY FOR UNAUTHORIZED THIRD-PARTY ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, ANY INFORMATION CONTAINED AT THE SITES, OR ANY OF THEM, THROUGH ACCIDENT OR THROUGH FRAUDULENT OR WRONGFUL MEANS OR DEVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ZGF, ANY ZGF PARTY OR ANY OF ZGF'S SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS OR LICENSEES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING IN ANY WAY FROM ANY CONTENT OR MATERIALS PROVIDED ON, AT OR THROUGH THE SITES, OR ANY OF THEM, OR THE USE OF THE INFORMATION OR THE RESULTS OF THE USE OF THE INFORMATION PROVIDED ON, AT OR THROUGH THE SITES, OR ANY OF THEM, EVEN IF EACH IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN THE EVENT OF ZGF'S RECKLESS OR INTENTIONALLY WRONGFUL CONDUCT, ZGF'S LIABILITY SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE RESPONSIBILITY TO CORRECT THE SITES OR ANY MATERIALLY DEFECTIVE CONTENT OR MATERIALS AT ZGF'S EXPENSE, AND THE MAXIMUM DAMAGES FOR WHICH ZGF MAY BE HELD LIABLE SHALL BE LIMITED TO THE RETURN OF ANY PACKAGE FEES THERETOFORE PAID BY CUSTOMER UNDER SECTION 1(g) OF THESE TERMS. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

23. *Jurisdictional Limitations.* NOTE THAT SOME JURISDICTIONS EITHER DO NOT ALLOW OR OTHERWISE LIMIT THE PERMISSIBLE SCOPE OF DISCLAIMERS AND LIMITATIONS SUCH AS THOSE APPEARING IN THE TWO PRECEDING SECTIONS. ACCORDINGLY, SOME OF THE LIMITATIONS AND DISCLAIMERS APPEARING THEREIN MAY NOT APPLY TO YOU. IF CUSTOMER IS A CALIFORNIA RESIDENT, OR IF ANY SERVICES ARE TO BE PERFORMED IN CALIFORNIA, THEN BY AGREEING TO THESE TERMS, CUSTOMER IS WAIVING CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT ANY TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR". THE LIMITATIONS OF LIABILITY IN THESE TERMS SHALL BE CONSIDERED INAPPLICABLE ONLY TO THE EXTENT SUCH LIABILITY CANNOT BE SO LIMITED OR EXCLUDED BY APPLICABLE LAW. IN JURISDICTIONS WHERE ANY

SUCH LIMITATIONS ARE PROHIBITED, THOSE THAT ARE NOT PROHIBITED SHALL REMAIN IN FULL FORCE AND EFFECT, AND THE MAXIMUM DAMAGES AND TOTAL AGGREGATE LIABILITY OF ZGF SHALL NOT EXCEED THE STATUTORY LIMIT.

24. Force Majeure. ZGF shall not be liable or responsible in any way for any failure or delay in performance or delivery, or for any damage to Customer, caused by or attributable to, in whole or in part, any factor beyond ZGF's control, including without limitation strikes, riots, wars, fires, acts of God, acts of compliance with any law or regulation, acts or omissions of third parties for which ZGF is not legally responsible, and/or any other factor that could be characterized as a force majeure event.

25. Indemnification. Customer agrees to indemnify, defend, and hold harmless ZGF, and each of the ZGF Parties, and defend any action brought against the same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorney's fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of Customer's representations, warranties, or agreements hereunder; (ii) arises out of Customer's negligence, willful misconduct, or other breach of these Terms or the requirements of any Outfitter Contract or Gear Provider Agreement; (iii) is attributable to any act or omission of Customer in relation to any outfitted hunt, which act or omission occurred after ZGF has paid to the applicable Outfitter that portion of the corresponding Outfitter Contract price corresponding to the Primary Package Benefit; and/or (iv) arises out of, relates to, is caused by or is attributable to Customer's access to, review of, registration with and participation in the Program, Customer's access to, review of, selection of, request for, order of, payment for and receipt of the Packages, and/or Customer's realization of the features and benefits of the Program and Packages at the Sites, except to the extent arising out of ZGF's gross negligence, willful misconduct, or material breach of these Terms.

26. Governing Law. THESE TERMS, AND THE RIGHTS AND OBLIGATIONS HEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ARIZONA, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

27. Dispute Resolution. To the extent that Customer and ZGF are unable to resolve any disputes or controversies (each, a "**Dispute**") arising out of or relating to these Terms, or the performance, breach, validity, interpretation or enforcement of these Terms, all such Disputes will be submitted to a mediator located in Maricopa County, Arizona prior to any arbitration or other action. The mediator's fees and expenses shall be shared equally by Customer and ZGF, who agree to exercise their best efforts in good faith to resolve all disputes in mediation. Mediation begins on the date one party sends written notice to the other requesting mediation and presenting in the notice the matter to be mediated. Mediation shall conclude when both parties sign an agreement that resolves the subject of the mediation. If no agreement is reached within sixty (60) calendar days after the date of the original written notice, the mediation is considered unsuccessful. In the event any Dispute cannot be settled by Customer and ZGF informally or through mediation, the matter in controversy or dispute shall be resolved by

binding confidential private arbitration before a mutually agreeable arbitrator in Maricopa County, Arizona. In the event the parties cannot agree on an arbitrator, the presiding judge of the Superior Court of Maricopa County, Arizona, shall decide who the arbitrator shall be. CUSTOMER HEREBY ACKNOWLEDGES THAT CUSTOMER IS WAIVING THE RIGHT TO A TRIAL BY JURY. The decision of the arbitrator will be final and binding on the parties to such proceeding. In any arbitration or other proceeding related to a Dispute, the prevailing party shall be entitled to reimbursement of such party's reasonable costs and attorney's fees. Otherwise, the arbitrator shall have the discretion to enter any award permissible under applicable law, and such award shall be enforceable exclusively in a state or federal court of competent jurisdiction in Maricopa County, Arizona.

28. *Entire Agreement.* These Terms, together with any policies, procedures, agreements, requirements or provisions incorporated herein or integrated herewith by reference, contain the entire understanding and agreement between ZGF and Customer with respect to the subject matter hereof, and supersede all prior agreements and understandings, express or implied, oral or written, among such parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations between Customer and ZGF other than those contained (t)herein.

29. *Notices.* Notices to ZGF provided in connection with these Terms shall be submitted through the Sites where indicated or else sent via verifiable e-mail to travis@zeroguidefees.com. Notices to Customer provided in connection with these Terms shall be sent via verifiable e-mail to Customer's e-mail address most recently listed by Customer with Customer's profile data. ZGF and Customer may provide for alternative notice by providing notice as set forth in this Section 29.

30. *Number and Gender; Captions.* Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate. The captions, headings and arrangements used in these Terms are for convenience only and do not in any way affect, limit or amplify the provisions hereof.

31. *Invalid Provisions.* If any provision of these Terms is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; these Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part (t)hereof; and the remaining provisions of these Terms shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or its severance from these Terms. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part hereof a provision as similar in terms, but in any event no more restrictive than, such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

32. *No Waiver.* Failure on the part of ZGF to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by ZGF of its rights hereunder. Any waiver by ZGF of any default of another party shall not affect or impair any right arising from any other or subsequent default. Nothing herein shall limit ZGF's remedies and rights under and pursuant to these Terms.

33. *Survival.* The requirements of Sections 2(f), 5, 8 and 18 through 32 of these Terms shall survive any cancellation or termination of the Customer's Program membership and Customer Account and access to the Sites and Materials.

BY CLICKING AGREEMENT AS PROVIDED AT THE SITE, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THESE TERMS TO COMPLETION, FULLY UNDERSTANDS ALL PROVISIONS HEREIN, UNDERSTANDS THAT CUSTOMER HAS GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THESE TERMS, AND ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS FREELY AND VOLUNTARILY. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED VALUABLE CONSIDERATION IN RELATION TO CUSTOMER'S ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS, WHICH CUSTOMER UNDERSTANDS TO BE A PREREQUISITE TO CUSTOMER'S ABILITY TO OBTAIN A PROGRAM MEMBERSHIP, TO ORDER A PACKAGE, AND TO USE THE SITE AND TO ACCESS, PARTICIPATE IN, USE AND UTILIZE THE PROGRAM. FINALLY, CUSTOMER UNDERSTANDS THAT THESE TERMS, TOGETHER WITH THE PROVISIONS AND CONDITIONS OF THE CORRESPONDING ORDER AND ANY DOCUMENTS INCORPORATED (T)HEREIN AND INTEGRATED (T)HEREWITH BY REFERENCE, SHALL BE OF FULL FORCE AND EFFECT AS TO ANY AND ALL SUCH ACTIVITIES, WITHOUT REGARD TO THE DATE OR TIMING OF ANY SUCH ACCESS, PARTICIPATION, PURCHASE, USE OR UTILIZATION. CUSTOMER CERTIFIES THAT CUSTOMER OR THE PERSON ACCEPTING THESE TERMS ON CUSTOMER'S BEHALF IS AT LEAST 18 YEARS OF AGE AND OF SOUND MIND AND FULL CAPACITY TO ENTER INTO AND BE BOUND BY OR BIND CUSTOMER TO THESE TERMS.

BY CLICKING AGREEMENT AS PROVIDED AT THE SITE, CUSTOMER HEREBY UNDERSTANDS AND CONFIRMS THAT AT ALL RELEVANT AND APPLICABLE TIMES, ALL REPRESENTATIONS, WARRANTIES AND COVENANTS OF CUSTOMER PROVIDED IN THESE TERMS ARE ACCURATE AND COMPLETE, AND ZGF SHALL HAVE THE RIGHT TO RELY ON THE SAME IN FULL.