



## **WEBSITE TERMS OF USE & SERVICE**

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### **Welcome to BG Defense Company**

The following Terms of Use & Service (“Terms of Use”) constitute a legal agreement between yourself, BG Defense Company, LLC (hereafter known as the “Company”, “we” or “us”), and owner and operator of theMIbox.com (the “Website”).

We urge you to read the following terms of use and service very carefully before using this website. This website is published and maintained by BG Defense Company, LLC. The following Terms of Use govern your access to and use of bgdefense.com; including any content, functionality and services offered on or through theMIbox.com; as well as govern your purchase of the memberships and products sold on this site.

### **1. Acceptance of the Terms of Use**

By accessing, browsing, or using this Website, you acknowledge that you have read, understood and agreed to be bound and abide by these Terms of Use (these “Terms”) and that you are fully competent to enter into these terms of use. If you do not agree to these Terms, you should not use or access this Website. We reserve the right to revise these Terms at any time by updating this posting. You should review these Terms each time you use the Site because your use of the Site after the posting of changes will constitute your acknowledged acceptance of the changes. By agreeing to these Terms it also constitutes your agreement to the Company [Privacy Policy](#) (the “Privacy Policy”), which are incorporated herein.

This website is provided solely for the use of current and future customers of the Company to provide you with information about our company, to permit you to place orders for our products and services, and to enable you to contact us with any questions or comments that you may have. Any other use of this site is prohibited. By way of example, you should not use any features of this site that permit communications or postings to post, transmit, display, or otherwise communicate

- i. Any defamatory, threatening, obscene, harassing, or otherwise unlawful information;
- ii. Any advertisement, solicitation, spam, chain letter, or other similar type of information;
- iii. Any encouragement of illegal activity;
- iv. Unauthorized use or disclosure of private, personally identifiable information of others; or

v. Any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so.

## **2. Personal Information**

In order to provide you with the best possible service, our customers agree to provide the most accurate, current, and complete information as required for your purchase of our products and any future membership opportunities. All information you provide must be truthful and honest, and the Company forbids the use of aliases or other means of masking your identity. The Company reserves the right to cancel further sales to Customers who provide false, inaccurate, or incomplete data. As our Customer, you acknowledge that the Company may use a third-party processing service to process orders and bill fees to your authorized credit card.

## **3. Privacy**

By accessing, browsing, or using this Website, you hereby consent to the collection, use, storage, management, disclosure, and transfer of personal data as outlined in our Privacy Policy. For details concerning our Privacy Policy, please refer to [www.bgdefense.com/Privacy](http://www.bgdefense.com/Privacy). You hereby agree that we may use your personal information in accordance with the terms of the Privacy Policy, which is incorporated herein by this reference as though set forth in full.

## **4. Website Content & Ownership**

The information contained on this site, including all images, designs, photographs, writings, graphs, data, and other materials (“Materials”) are the property of the Company and are protected by copyrights, trademarks, trade secrets, or other proprietary rights. Permission is granted to display, copy, distribute, download, and print portions of this site solely for the purposes of using this site for the authorized uses described above. You must retain all copyright and other proprietary notices on all copies of the Contents. You shall comply with all copyright laws worldwide in your use of this website and prevent unauthorized copying of the Contents. Except as provided in this Notice, the Company does not grant you any express or implied right in or under any patents, trademarks, copyrights, or trade secret information.

## **5. Terms of Sale**

### **5.1 Product Sales**

Our Company sells products from our Website to our end-user customers who purchase our products for their own personal, non-commercial use. The rights and privileges conferred to our Customers are for personal use and as such, are non-transferable.

### **5.2 Pricing**

Pricing for our Products can be found on our Website. The price that we charge you for the use of our Products will be the price as posted on our Website on the date that you finalize your purchase. The Company reserves the right to modify, change, and adjust the price of our Products at any time and for any reason. The Company does not provide price protection or refunds in the event of price decreases or promotions for Products.

### **5.3 Payment Methods**

The Company accepts the use of credit and debit cards for purchase of Products. By providing your credit, debit, or banking information to the Company for purchases, you agree to pay all fees charged to your account based upon the Company's fees, charges, and billing terms as in effect at the time of the purchase and as shown on the payment page provided to you prior to finalizing your Purchase. You are also responsible for any taxes, including sales and use, as well as the shipping and handling fees associated with your Purchase. As such, you authorize the Company or any third party payment processing service in use by the Company to charge your credit, debit, or banking institution for any taxes and fees incurred. All payments are made in advance prior to shipping the Products. If your payment is declined or cancelled for any reason, the Company reserves the right to either suspend or terminate your account according to the Terms of Use. All sales and payments are to be made in US dollars.

#### **5.4 Shipping**

The shipment date shall be determined according to the Customer's first purchase date. Any purchase after the first of the month shall be shipped for the following month's order. Shipping dates are estimates only and all shipments are sent priority mail via the US Postal Service. Risk of loss and title for all Products purchase via the Website pass to the Customer upon delivery of the item to the carrier. Products purchased must and will be sent to a licensed FFL dealer and not directly to Customer unless Customer is an identified and verified FFL dealer. Customer is responsible for supplying Company with FFL dealer information in order to finalize Purchase.

#### **6. Prohibited Uses**

You may only use our Website for lawful purposes and in accordance with the Terms of Use. It is an express condition of your access to and use of the Website that you agree not to use the Website:

- i. In any way that violates any applicable federal, state, local, or international law or regulation;
- ii. To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use;
- iii. To engage in any conduct that in any way could disable, overburden, damage, disrupt, impair or interfere with the proper working of the Website, or that restricts, inhibits or impacts any other user from using or enjoying the Website; or
- iv. In any way that violates the privacy rights of other users of the Website.

#### **7. Third Party Sites**

As a convenience to you, we may provide on our Website links to separate websites operated by other entities (collectively the "Linked Sites"). If you use any Linked Sites, you will leave this site. If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled, or otherwise governed by the Company. The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by the Company. The Company does not endorse, make any representations regarding, or warrant any information, goods, and/or services appearing and/or offered on any Linked Site, other than linked information authored by the Company. Links do not imply that the Company or this site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any

Linked Site is authorized to use any trademark, trade name, logo or copyright symbol of the Company or any of its affiliates or subsidiaries. Except for links to information authored by the Company, the Company is neither responsible for nor will it be liable under any theory based on (i) any Linked Site; (ii) any information and/or content found on any Linked Site; or (iii) any site(s) linked to or from any Linked Site. If you decide to visit any Linked Sites and/or transact any business on them, you do so at your own risk. The Company reserves the right to discontinue any Linked Site at any time without prior notice. Please contact the webmasters of any Linked Sites concerning any information, goods, and/or services appearing on them.

## **8. Social Media/Networking Websites**

Through the use of our Website, you may be able to enable or log in to our accounts via various online third party services, such as social media/networking services including but not limited to Facebook, LinkedIn, and Twitter (“Social Networking Services”). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences easier to use and allow for a more personalized user experience. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services would provide us with access to certain information that you have provided to such Social Networking Services, and we would use, store and disclose such information in accordance with our Privacy Policy located at [www.theMIbox.com/Privacy](http://www.theMIbox.com/Privacy). Please remember that the manner in which Social Networking Services use, store, disclose, and disseminate your information is governed solely by the policies of such third parties, and the Company shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service. It is always advisable to visit any third party or social media/networking websites for a review of their Terms of Use and/or Privacy Policy to understand the implications associated with their use.

## **9. Disclaimer of Warranties**

You expressly agree that use of this website is at your sole risk. Neither the Company, its affiliates, nor any of their officers, directors, employees, agents, third-party content providers, or licensors (collectively, “Providers”), or the like, warrant that this site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this site, or as to the accuracy, completeness, reliability, security, or currency of the Materials.

The Materials may contain errors, omissions, inaccuracies, or outdated information. Further, the Company does not warrant reliability of any statement or other information displayed or distributed through the site. The Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the site. The Company may make any other changes to this site, the Materials and the products, programs, services, or prices (if any) described in this site at any time without notice.

THIS SITE AND THE INFORMATION, CONTENT, AND MATERIALS ON THIS SITE ARE PROVIDED ON AN “AS IS,” “WHERE IS,” AND “WHERE AVAILABLE” BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE CONTENT, INFORMATION, OR THE MATERIALS ON THIS SITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE OR ANY GOODS OR OTHER PRODUCTS OR SERVICES OFFERED, SOLD, OR DISPLAYED ON THIS SITE OR YOUR USE OF THIS SITE GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A

PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THIS AGREEMENT.

#### **10. Limitation of Liability**

YOU AGREE THAT THE COMPANY AND ITS PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR POSSESSION OR USE OF THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING, WITHOUT LIMITATION, A NEGLIGENT ACT, SHALL THE COMPANY OR ANY OF ITS PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD, OR DISPLAYED ON THIS SITE, YOUR USE OF, OR INABILITY TO USE, THIS SITE GENERALLY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER THE COMPANY OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **11. Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its affiliates, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to your use of the site, violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right.

#### **12. Severability**

This Agreement constitutes the entire agreement between the Company and you with respect to this website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company with respect to this website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

#### **13. Choice of Law**

This Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A., without reference to its conflict-of-law provisions. The Company makes no representation that the materials are appropriate or available for use outside the United States. If you access this site from outside the United States, you will be responsible for compliance with all local laws. You agree to comply with all laws and regulations applicable to your use of this site. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within Kent County, Michigan for any disputes with the Company arising out of your use of this site.

#### **14. Limitations on Claim**

Any cause of action you may have with respect to your use of this site must be commenced within one year after the claim or cause of action arises.

#### **15. Electronic Communication**

You agree to be bound by any affirmation, assent, or agreement you transmit through this website, including but not limited to any consent you give to receive communications from the Company solely through electronic transmission. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

#### **16. General Terms**

Without limiting its other remedies, the Company may immediately discontinue, suspend, terminate, or block your and any user’s access to this site at any time in our sole discretion and without notice. This Agreement and the Privacy Policy constitute the entire agreement between you and the Company regarding its subject matter. Failing to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of any right or provision. The headings provided within this Agreement are merely for convenience purposes and have no legal or contractual effects. At any and all times, the parties involved shall be deemed to be independent contractors and neither party nor its agents or assigns may bind the other party. The parties accept and acknowledge that this Agreement and all related documents, including the Privacy Policy, are only valid in the English language. This agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. The Company may assign, transfer, or delegate its rights or duties under this Agreement to a third party at its sole and absolute discretion. Any Customer of the Company who wishes to transfer its rights, duties, or obligations under the terms of the Agreement to any third party must first obtain the Company’s express prior written consent.