

User Agreement

USER AGREEMENT

This User Agreement (“Agreement”) is entered into by Reflex Red Storm, LLC a Montana limited liability company (“Company”), owner of the Reflex Protect™ and e-commerce site and mobile application (and its associated Reflex Defender™ training and e-commerce site) (collectively “Service”) and the individual entering into this Agreement by accessing the Service (“Customer” or “you”) as visitor or potential purchaser of products, training, or a subscription to any training or other educational materials by or through the Service. The Reflex Protect™ **Terms of Use** are hereby incorporated by this reference into this Agreement.

1. **Term:** The Term of this Agreement shall be for the period of time beginning effective upon purchase of and/or subscription to a product through the Service and ending upon termination of provision of the Service either through expiration of the subscription period, Customer’s failure timely to make payments due under this Agreement or any agreement with Company, or as otherwise terminated in accordance with the Terms of Use.
2. **Users:** The rights granted under this Agreement shall be limited to Customers utilizing the Service, either for themselves or on behalf of a third party (“Authorized User” as defined below), in addition to any further limitations set forth in the Terms of Use.
3. **Grant of Rights:** Company hereby grants to Customer and any Authorized User the a limited, non-exclusive, terminable, and nontransferable license to access and make personal use of the Service, the ReflexProtect.com and ReflexDefender.com website(s) and Reflex Protect™ mobile application (if any), goods, and services (collectively, the “Content”) in accordance with all terms and conditions of the Terms of Use.
4. **Authorized Users:** “Authorized Users” shall be defined as either the Customer or, in the case of a Customer purchase of a product or subscription providing the Service to another individual, whether in the course of employment, as a gift, or otherwise, such individual designated by the Customer and assigned a user name and password by or under the auspices

of the Customer. All Customers may not be minors, although Authorized Users may be. Customer shall be responsible for providing information concerning Authorized Users to Company and shall refrain from providing personally identifiable information regarding Authorized Users, except in accordance with the terms of Company's [Privacy Policy](#), the terms of which are hereby incorporated by reference as such may be updated from time to time.

5. **Payment:** Customer shall pay to Company the price set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference or as otherwise set forth by and through the Service as consideration for the provision of access to Reflex Protect™ Content during the Term described above. In no event will Company be liable to Customer for any damages from failure of the Service or for any other reason in an amount in excess of Customer's payment or otherwise as described in the Terms of Use.
6. **Representations and Warranties:** Customer represents and warrants to Company that: (i) you are an individual (i.e., not a corporation) and you are of legal age to form a binding contract, or, (ii) if you are accepting this Agreement on behalf of an institution, company, or other legal entity, you have the authority to bind that institution, company, or legal entity to this Agreement; and (iii) all registration information you submit is accurate and truthful; and (iv) you will maintain the accuracy of such information during the Term. You also certify that you are legally permitted to use and access the Service and take full responsibility for the selection and use of and access to the Content. This Agreement is void where prohibited by law, and the right to access the Content is revoked in such jurisdictions. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, software, cable or other Internet connectivity, and mobile or other telephone service capable of carrying the Service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.
7. **Use by Minors:** A Customer may purchase services on behalf of a minor Authorized User; however, no child under the age of 13 may be an Authorized User or otherwise use or access the Content. Customer may not provide any personally identifying information of a minor Authorized User. In the event that Company learns it has collected personal information from a minor without parental consent, Company will delete that information as quickly as possible.

8. Miscellaneous: The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with Company's prior written consent. Company may transfer, assign, or delegate this Agreement and its rights and obligations without consent.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Missoula County, Montana, using the English language in accordance with the Arbitration Rules of ADR Services, Inc. then in effect, in accordance with the arbitration provisions of the Terms of Use. NOTE: PURSUANT TO THE INCORPORATED ARBITRATION PROVISIONS, BY ENTERING INTO THIS AGREEMENT YOU ARE WAIVING THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTION LAWSUITS. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.
10. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the District of Montana. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement (except insofar as this Agreement incorporates, or is incorporated in, other Company agreements such as the Terms of Use, Privacy Policy, and the like), and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.
11. This Agreement and any subsequent versions of this Agreement posted to the Reflex Protect.com website or on its affiliated, mobile, or other applications will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this

Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. Acceptance of payment from Customer by Company shall constitute a fully executed contract pursuant to the terms of this Agreement and the Terms of Use. Company outsources certain functions of the Service to third party providers; Customer is and shall be bound to any Terms of Service, User Agreement, and Privacy Policies of such third party providers upon notice from the third party provider of such use and acknowledgement by Customer of agreement to such use.