

## **B.A.S.S., LLC Website and Application Terms and Conditions of Use**

**Effective Date: January 4, 2021**

This Terms of Use ("Terms") is an agreement between you and B.A.S.S., LLC, its subsidiaries, affiliates or brands ("Bassmaster", "us", "our" or "we") and sets forth the legally binding terms for your use of our websites found at [www.bassmaster.com](http://www.bassmaster.com), [bassmaster.shop](http://bassmaster.shop) (and any of their respective sub-domains) or any other site which include a link to these Terms (the "Sites"), as well as in connection with your viewing or use of our content, sales or marketing activities or other services available on our Sites or offline ("Services").

These Terms apply to your use of the Sites and Services (however accessed and/or used, whether via personal computers, mobile devices or otherwise) or any other means or applications in which you connect with us and your use of our Sites or Services.

Our Privacy Policy found at <https://www.bassmaster.com/privacy-policy> is incorporated into and subject to these Terms by reference. Please review that Privacy Policy for information about how we collect, use, and share information, including the data rights available to you.

**ARBITRATION NOTICE AND CLASS ACTION WAIVER** : EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 17 BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

### **SECTIONS**

We recommend that you read these Terms in full to ensure you are fully informed. However, to make it easier for you to review those parts of these Terms which apply to you, we have divided up the document into the following sections:

1. Who We Are
2. Acceptance of Terms
3. Account and Contact Information
4. Payment and Cancellation Rights
5. Ordering and Returns
6. Your Use of the Sites and Services
7. Proprietary Rights
8. Digital Millennium Copyright Act

- 9. Disclaimer of Warranties
- 10. Limitation of Liability
- 11. Your Legal Liability
- 12. California Residents' Rights
- 13. Geographic Restrictions
- 14. Changes to Terms of Use
- 15. Third Party Links
- 16. No Rights of Third Parties
- 17. Arbitration / Dispute Resolution
- 18. Miscellaneous
- 19. Contact Us

## **1. WHO WE ARE**

Bassmaster is a U.S. based fishing organization, with a membership base that is a worldwide authority on bass fishing, providing cutting edge content on bass fishing, tournaments and is committed to enhancing the sport of bass fishing by advocating for access, conservation and fishing.

## **2. ACCEPTANCE OF TERMS**

**Agreement to the Terms.** Each time that you access or use our Sites or Services you signify that you have read, understand, and agree to be bound by these Terms. If you do not agree to any of these Terms you must discontinue using the Sites and Services.

**Electronic Form/Communications.** By accessing or using the Sites or Services you consent to having this agreement provided to you in electronic form and receiving communications from us electronically. We may communicate with you by postal mail, e-mail or by posting notices on the Sites. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing.

## **3. ACCOUNT AND CONTACT INFORMATION**

**Access to the Sites and Services.** You do not need to become a member or create/register an account in order to access and browse sections of the Sites or Services. If you are browsing the Sites or Services and are not a member, your use of the Site or Services will still be subject to these Terms.

**Accounts.** Access to certain features on our Sites may permit or require you to create an account to participate or secure additional benefits. You can create an **account** (“Account”) by submitting the information required. You agree that any information you provide and maintain is accurate, current and complete, including your contact information for notices and other communications from us and your payment information. You agree not to misrepresent your identity or provide false details for a parent or guardian.

**Security.** If you use our Services you are responsible restricting access to your Account information and ensuring that your computer and mobile device are free from all types of malicious content, including content that may track any data you enter via the Services. Your login ID email address (or other unique identifier needed to create an account) and password, together with any mobile number or other contact information you provide, form your “Account Information.” You understand and agree that you are responsible for maintaining the confidentiality and security of your password and other Account Information, and that you are solely responsible for all activities that occur on or through your Bassmaster Account. You further agree to notify Bassmaster immediately of any unauthorized access to your Bassmaster Account or unauthorized use of your Account Information or any other security breach by emailing us at [customerservice@bassmaster.com](mailto:customerservice@bassmaster.com).

**Contacting You.** When you provide us with contact information in connection with a particular activity or when using our Services, such as an email address or telephone number, you agree that this action constitutes a purchase or inquiry establishing a business relationship with us. You expressly consent to our communicating with you using contact information obtained directly from you or which is provided to us with your consent. You attest that you have the legal authority over any contact information provided to us and can provide us and/or third parties with the authorization to contact you. This means you may be contacted in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, IM messaging, or any other means of communication that your wireless or other telecommunications device may be capable of receiving), in accordance with applicable laws or regulations (“Applicable Laws”).

#### **4. PAYMENT AND CANCELLATION RIGHTS**

**Purchasing our Services or Merchandise.** Sales are made by Bassmaster or other authorized entity as identified on the applicable website. If you have any questions about your order, please use the “Contact Us” option on the applicable website. Please refer to the applicable offer for a description of our merchandise, current membership plans and pricing. Any terms and conditions of any offer disclosed to you when ordering is deemed part of these Terms. Bassmaster reserves the right to change the fees for its

merchandise and Services and will provide notice of any increase prior to your being charged.

**Billing Information.** When you provide payment information ("Billing Information") to Bassmaster or its authorized processor, you represent that you are an authorized user of the payment card, PIN, key, account or other payment method specified by you ("Payment Method"), and you authorize Bassmaster to charge such Payment Method for the full amount of the transaction. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, debit/credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If Bassmaster does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your account upon demand. In the event we are advised of insufficient funds in your account or credit to cover your payment by your Payment Method, we may re-present such un-cleared or rejected payment, or any lessor amount thereof, to your Payment Method Provider. In the event we have to collect unpaid amounts you owe us, you will be liable for all collection costs, including attorneys' and collection agency fees. Bassmaster reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment and to update your information from available third-party sources. In the event Bassmaster cannot charge the Payment Method you provide we reserve the right to terminate your order and invoice you for any unpaid amounts. You must promptly notify Bassmaster if your Payment Method is canceled (e.g., for loss or theft). If you fail to notify us, you remain responsible for any continued charges to the Payment Method you provided.

**Cancellation Rights. REGARDLESS OF THE TERMS OF AN OFFER YOU CAN RECEIVE A FULL REFUND FOR ANY MEMBERSHIP IF YOU CONTACT US TO CANCEL WITHIN THE FIRST THREE DAYS AFTER YOU ACCEPT THE OFFER.**

**Membership.** If you sign up for a membership, you will need to agree to an auto-renewal continuous service program by which your membership will be automatically renewed at the end of each membership term unless you cancel your membership.

**How to Cancel Auto-Renewal.** You can cancel any membership at any time to avoid future charges, or to receive a pro rata refund for an annual membership. You can cancel any future terms or membership by contacting customer service at 1-877-BASS USA.

**Introductory Promotional Offer.** If you enrolled for Membership under a special introductory offer (for example, for free merchandise), you are subject to the terms of the offer you accepted and, unless you cancel within the time frame presented in the offer, the applicable regular fee for the Services you selected will be posted to your Payment

Method after the introductory offer is completed. We reserve the right to limit any introductory offer to one per person/household.

## **5. ORDERING AND RETURNS**

**Orders.** Any prices displayed on the Sites are quoted in U.S. dollars and are intended to be valid and effective only in the United States. We will add shipping and handling fees and applicable sales/use tax in accordance with our then-current policies. All orders are for personal use only and orders for resale are prohibited without prior written approval. Products displayed on this Sites are available only while supplies last. If your order is canceled by us after you have been charged, we will issue a credit. We try to display the image of the products available on our Sites, including colors, as accurately as possible but they may vary and the actual colors you see depend upon your device display. If we have cancelled your order after charging your account, we will issue a credit for the amount charged. The risk of loss and title for all products purchased by you and shipped by us pass to you upon our delivery to the carrier for shipment. The risk of loss and title for all products purchased by you and shipped directly by one of our vendors pass from such vendor to you upon such vendor's delivery to the carrier for shipment.

**No Binding Offer.** Nothing on the Sites or Services constitutes a binding offer to sell, distribute or give away any products or services. In the event the products and services are listed at an incorrect price, we have the right to refuse or cancel orders placed at the incorrect price, regardless of whether the order has been confirmed or you have been charged. We reserve the right at any time after receipt of your order to accept or decline such order, or any portion thereof, or to not ship to particular addresses, even after your receipt of an order confirmation or after you have been charged. We also reserve the right at any time to limit the quantities of merchandise, products and/or services ordered for you or your household. There may be information on the Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, colors, pricing, and availability. We make no representation as to whether information on the Sites or Services is current or the completeness or accuracy of any information on the Sites or Services.

**Bassmaster.shop Return Policy.** Click [here](#) to view our return policy.

## **6. YOUR USE OF THE SITES AND SERVICES**

**Rules of Conduct.** In connection with your use of the Sites and Services, you will not (i) use the Sites and Services other than as permitted in these Terms and only for your personal use; (ii) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Sites, Content (as hereinafter defined), or Services; (iii) upload or input to the Sites or Services any information which contains software viruses, or any computer code, files or programs designed to interrupt, destroy

or limit the functionality of the Sites or Services, any computer software or hardware or telecommunications equipment; (iv) reverse engineer, decompile, reverse assemble, decode, modify or attempt to discover any source code or generate its content or any software or other products or processes accessible through the Sites or Services; (v) use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Sites or Services, monitor traffic on the Sites or Services, obtain or accumulate personal information about other users, or collect or store personal data about other users; (vi) copy or adapt the object code of any software, HTML, JavaScript or other code; (vii) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Sites or Services; (viii) use the Sites or Services in any manner that in Bassmaster ' sole judgment, adversely affects the performance or function of the Sites or Services or interferes with the ability of other users to access or utilize the Sites or Services or undertake any acts not expressly permitted under the Terms; (ix) develop a product or service which is competitive with any of Bassmaster ' services or brands; (x) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Content; (xi) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Sites or Services, or any features or functionality of the Sites or Services, to any third party for any reason; (xii) exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage; (xiii) use software or any other means to harvest information from the Sites or Services; (xiv) harass others or disclose personal information about others that could amount to harassment; (xv) impersonate others or create false accounts; (xvi) Send chain letters, junk mail, 'spamming' material or any other form of bulk communication; (xvii) publish, post, upload, store, distribute or disseminate any unlawful, defamatory, infringing, obscene, sexually explicit, harmful, confidential, libelous, hateful, threatening or otherwise illegal material or information, or anything which might constitute a criminal or civil offense; or (xviii) undertake to use the Sites or Services in violation of any Applicable Law or generally accepted practices or guidelines ("Accepted Practices") or take any action which would cause us to be in violation of any Applicable Law or Acceptable Practices.

**Monitoring.** Bassmaster reserves the right to monitor all network traffic to the Sites or Services and anyone using the Sites or Services expressly acknowledges that such monitoring may occur. Bassmaster may block unauthorized attempts or intrusions to upload or change information or cause damage to the Sites or Services in any fashion. You acknowledge that Bassmaster has no general obligation to monitor User Content (as hereinafter defined) nor to actively seek facts or circumstances indicating illegal activity, but has the right to review, disable access to, or to edit any User Content in order to: (i) operate, secure and improve the security of the Sites or Services (including

without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure compliance with these Terms; (iii) comply with Applicable Laws or the order or requirement of a court, law enforcement, or other administration agency or governmental body; (iv) respond to User Content or user conduct that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms.

**Sweepstakes. Contests, sweepstakes and other similar promotions that you enter on** the Site or in connection with Bassmaster Services or events may be subject to official rules and /or conditions that are supplemental to these Terms and which may include promotion specific details such as eligibility requirements, entry instructions, deadlines, prize information and restrictions. If you wish to participate in any Bassmaster promotion please first review the applicable promotion official rules and / or conditions. If a Bassmaster promotion conflicts with these Terms the provisions in the official rules **govern and control the promotion. Your entry into a Bassmaster promotion may** constitute User Content and is subject to all the promotion official rules, and the provisions of these Terms that govern User Content.

**Posting of User Content. The Services may contain public facing community forums** (“Community Forums”) designed to enable you to post and communicate content, such as reviews, photos, videos, or other information or content (collectively, “User Content”) with other members or visitors to our Sites. You agree that all such User Content you submit, post, upload, embed, display or communicate through the Services will comply with these Terms and with the Rules of Conduct set forth herein. You acknowledge and agree that when you post User Content it is available to the public and that you have no expectation of privacy concerning your User Content. As a result, please exercise caution when posting any personal information in User Content as it may be seen and used by others. Bassmaster has no obligation to monitor User Content but reserves the right to review and remove any User Content at any time, without notice, for any reason and in its sole discretion. Bassmaster specifically disclaims any liability with regard to User Content and any actions resulting from your participation in any such Community Forums. Bassmaster IS NOT RESPONSIBLE FOR ANY USER’S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT OR INFORMATION YOU POST ON OR THROUGH THE SERVICES.

**Objectionable Content.** If you encounter something you find objectionable and in violation of these Terms, you can report it to [customerservice@bassmaster.com](mailto:customerservice@bassmaster.com).

**Third Party Content.** The Sites and the Services contain content provided by third parties (“Third Party Content”). Third Party Content has not been evaluated or endorsed by Bassmaster, and Bassmaster does not assume any responsibility or liability for the Third Party Content, or actions, products, or services of such third parties. Before you follow the instructions, advice, or information embodied in such Third Party Content or

purchase goods or services from a third party, you should make an independent evaluation of the Third Party Content.

**License to User Content.** All User Content must comply with these Terms. By submitting, transmitting, or displaying your User Content on or through the Services, you automatically grant (and you represent and warrant that you have the right to grant) to Bassmaster, its licensees, and their respective successors and assigns, officers, directors, employees, licensees, agents, representatives and other users of the Services, a worldwide, sublicenseable, assignable, perpetual, irrevocable, non-exclusive, royalty-free, unlimited right and license to use, reproduce, publish, distribute, publicly display and perform, reformat, adapt, modify and delete your User Content in connection with the Services (“License”).

**Representation of Ownership.** You retain copyright and other intellectual property rights with respect to any User Content to the extent that you have such rights under Applicable Laws. By posting or submitting User Content through the Services you represent and warrant that (i) you own such User Content or otherwise have the right to grant us the License set forth in these Terms; (ii) the User Content is accurate and not confidential and the distribution, submission, transmission, posting and use of your User Content on the Services is not in violation of any Applicable Law or contractual restrictions or other third party rights (including, without limitation, privacy, publicity, and intellectual property rights); and (iii) you are solely responsible for, and Bassmaster will have no liability in connection with, your User Content or any other User Content you access through the Services. Your ownership in your User Content does not confer any rights to the Sites or Services, nor any rights to other User Content or Bassmaster Content stored by or on behalf of Bassmaster

**Feedback/Idea Submissions.** Bassmaster does not accept unauthorized idea submissions. Any ideas disclosed to Bassmaster are not confidential and Bassmaster may develop, use and freely disclose or publish similar ideas without compensating you or accounting to you. All comments or materials submitted to us, including testimonials, images, reviews, questions, comments, or suggestions (collectively, “Feedback”), is received and treated by us on a non-confidential and unrestricted basis. If you provide Bassmaster with any Feedback, you hereby grant Bassmaster a non-exclusive, fully-paid, royalty-free, irrevocable, perpetual, transferable, sublicenseable license to reproduce, distribute, modify, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit that Feedback for any purposes, for all current and future methods and forms of exploitation throughout the world. If any such rights may not be licensed under Applicable Laws (such as moral and other personal rights), you hereby waive and agree not to assert all such rights. You understand and agree that Bassmaster is not required to make any use of any Feedback that you provide. You agree that if Bassmaster makes



use of your Feedback, Bassmaster is not required to credit or compensate you for your contribution. You represent and warrant that you have sufficient rights in any Feedback that you provide to Bassmaster to grant Bassmaster and other affected parties the rights described above. This includes but is not limited to intellectual property rights and other proprietary, privacy or other personal rights.

**Termination.** Bassmaster may terminate your access to its Sites or Services

immediately or disable any user name, password or other identifier, whether chosen by you or provided by Bassmaster, at any time without notice, if, in Bassmaster's sole opinion, you have violated any provision of these Terms. Termination will not limit any of Bassmaster's rights or remedies at law or in equity.

**Third-Party Links.** The Sites and Services may contain links to other websites or

applications. These websites and applications are not under the control of Bassmaster, and the existence of a link from the Sites or Services does not imply any endorsement of or affiliation with the linked websites or applications. Bassmaster makes no warranties or representations, and disclaims all liability, relating to the accuracy, content, terms of use, privacy policies, products, services, legality, reliability, viewpoint, accuracy, currency, decency, or any other aspect of the linked websites or applications.

**Data Collection Policy.** No party unaffiliated with Bassmaster may collect or use, or direct, authorize or assist other persons or entities to collect or use any data from a user, or a computer or device operated by a user, while accessing our Sites or Services without our prior express written permission.

**Modification to Services.** Bassmaster has the right to modify its Services (and products and services accessible through its Services), and its Sites at any time in its sole discretion which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Bassmaster has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality or other aspects of its Sites or Services. Your only right with respect to any dissatisfaction with any updates made to its Sites or Services, or any policies or practices of Bassmaster in providing its Services, is to cancel your account and/or stop using the Sites or Services.

**Injunctive Relief.** You expressly acknowledge and agree that there may be no adequate remedy at law for a breach of this Section, that such a breach may irreparably harm Bassmaster and Bassmaster is entitled, without limiting any of its other remedies at law or equity, to seek injunctive relief (temporary and permanent) from any court of competent jurisdiction immediately upon request and without the need to post a bond or security, with respect to any such breach or potential breach of these Terms.

## **7. PROPRIETARY RIGHTS**

**Ownership of Content and Marks** . The Sites and Services, and all content published on or accessible through the Sites and Services (“Content”), is owned by Bassmaster, its affiliates or its licensors, and is protected by laws governing copyrights patents, trademarks, trade secrets and/or other proprietary rights. Bassmaster owns a copyright in the selection, coordination, arrangement and enhancement of such Content and a copyright in the Sites. All trademarks, logos, service marks, trade names, and trade dress appearing on the Content and Sites (“Marks”), are proprietary to Bassmaster, its affiliates, or its licensors. You acknowledge that you do not acquire any ownership rights in any Content or Marks downloaded or accessed from the Sites or Services. You may not frame or utilize framing techniques to enclose any Marks or Content (including images, text, page layout, or form) nor use any Meta tags or any other “hidden text” utilizing Bassmaster , its affiliates’, or its licensors’ name or Marks without the prior express written consent of Bassmaster . You agree not to copy, reproduce, publish, transmit, distribute, perform, sell, create derivative works of, or in any way exploit, the Sites, Services, Marks or Content, in whole or in part, without the prior written consent of Bassmaster

**Our Limited License to You.** You acknowledge and agree that the Sites, Services and Content are provided under license, and not sold, to you and your use. You do not acquire any ownership interest in the Sites, Services or Content under these Terms, or any other rights thereto other than to use the Sites, Services and Content in accordance with the license granted, and subject to all terms, conditions, and restrictions under these Terms. Bassmaster grants you a limited, personal, non-commercial, non-exclusive, revocable, non-assignable, and non-transferable license to access (but not through scraping, spidering, crawling or other technology or software used to access data) and display the Content (excluding any software code) solely for your personal use in connection with accessing and using the Services as reasonably necessary to use them for their intended purpose. You may not insert any code or product to manipulate the Content, Sites or Services in any way that affects any user’s experience.

**Bassmaster** and its licensors reserve all rights not expressly granted in and to its respective Sites, Services, Marks and Content. You may not use the Sites, Services, Marks or Content in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Sites or Services. You may, however, from time to time, download copies of individual pages from the Services for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices intact.

## **8. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE**

**Filing a Complaint.** If you are a user in the United States, Bassmaster has designated an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (“DMCA”) and avails itself of the protections under the DMCA. We reserve the right to remove any User Content on the Sites which allegedly infringes another person’s copyright. We are under no obligation to scan content posted for any violations of third party rights. However, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party’s copyright to remain on the Sites. If you believe any materials on any Site infringes a copyright, you should provide us with a written request to takedown the allegedly infringing material in the form of a written letter, sent by regular mail only, (“DMCA Takedown Notice”), that at a minimum includes:

- Identification of the URL of the Site and the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number and email address (if available);
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- The signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notwithstanding the foregoing, we reserve the right to ignore a DMCA Takedown Notice that is not in compliance with the DMCA.

**Filing a Counter-Notice.** If your material has been removed or blocked by us as a result of our receipt of a DMCA Takedown Notice, you may send us a request asking for the allegedly infringing material to be restored in the form of a written letter, sent by regular mail only (“DMCA Counter-Notice”), that at a minimum includes:

- Identification of the copyrighted work (or works) that was removed by Bassmaster and the URL of the Site(s) with the location at which the works appeared before they were removed. The information must be reasonably sufficient to permit us to identify the copyrighted work;
- Your name, address, telephone number and email address (if available);

- A statement that you consent to the jurisdiction of the U.S. Federal District Court for the judicial district in which your address is located, or the State of Alabama if your address is outside of the United States;
- A statement that you will accept service of process from the person (or an agent of such person) who provided the DMCA Takedown Notice to us;
- A statement that you have a good faith belief that the allegedly infringing material identified above as the copyrighted work was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- A signature of a person authorized to act on behalf of the owner of the copyrighted work that was taken down.

When we receive the DMCA Counter-Notice, we will send a copy of the DMCA Counter-Notice to the party who originally sent us the DMCA Takedown Notice requested the removal of the allegedly infringing material and we will reinstate the allegedly infringing material, unless that party obtains a court order supporting removal of the allegedly infringing material.

Notwithstanding the foregoing, we reserve the right to ignore a DMCA Counter-Notice that is not in compliance with the DMCA.

Both the DMCA Takedown Notice and the DMCA Counter-Notice must be sent to our designated DMCA designated agent addressed as follows:

Bassmaster, LLC  
 3500 Blue Lake Dr. Suite 330  
 Birmingham, AL 35243  
 Attn: Faith McDonough

## **9. DISCLAIMER OF WARRANTIES**

IF YOU CHOOSE TO USE THE SITES OR SERVICES, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE CONTENT AND INFORMATION OFFERED ON OR THROUGH THE SITES OR SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT: THAT THE SITES OR SERVICES, OR ANY OF THEIR FUNCTIONS, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PART OF THE SITES OR SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY

REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES OR SERVICES OR CONTENT CONTAINED THEREIN WITH REGARD TO THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE. DUE TO THE NATURE OF THE INTERNET, Bassmaster CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE SITES OR SERVICES. Bassmaster MAY RESTRICT THE AVAILABILITY OF THE SITES OR SERVICES OR CERTAIN AREAS OR FEATURES IF NECESSARY, IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF ITS SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES THAT ASSIST IN THE PROPER OR IMPROVED FUNCTIONING OF THE SITES OR SERVICES. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SITES OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SITES OR SERVICES. BASSMASTER'S LICENSORS AND AGENTS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS.

#### **10. LIMITATION OF LIABILITY**

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Sites, Services, Content and User Content, and your posting of any User Content remains with you. Neither Bassmaster nor any other party involved in creating, producing, or delivering the Sites or Services, Content or User Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Sites or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Bassmaster has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed its essential purpose. In no event will Bassmaster's aggregate liability arising out of or in connection with these Terms and your use of the Sites or Services, exceed the amounts you have paid to Bassmaster in the twelve-month period prior to the event giving rise to the liability, or \$50USD if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Bassmaster and you. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. BASSMASTER'S LICENSORS AND AGENTS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THIS LIMITATION OF LIABILITY.

## **11. YOUR LEGAL LIABILITY**

You agree to defend, indemnify and hold harmless Bassmaster and its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, and licensors from and against all damages, losses, liabilities, claims, and costs (including, but not limited to, reasonable attorneys' fees and costs including costs to respond to regulatory inquiries, actions or subpoenas) related to all third party claims, charges, and investigations, arising from, relating to, or caused by User Content you post or submit or your failure to comply with these Terms.

## **12. CALIFORNIA RESIDENTS ' RIGHTS**

**If you are a California resident and in connection with the foregoing releases, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states:**

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## **13. GEOGRAPHIC RESTRICTIONS**

Bassmaster will provide the Sites and Services with reasonable care and skill but makes no representations that they are appropriate for use from locations outside the United States or compliant with laws outside the United States. If you access the Sites or Services from outside the United States, you are responsible for compliance with local laws in relation to your use of the Sites or Services.

## **14. CHANGES TO TERMS OF USE**

Bassmaster will review and may update these Terms periodically and will note the new effective date if any changes are made. If we make material changes to these Terms we may choose to notify you by prominently posting a notice of a new Terms of Use update on the Sites for a period of time in our discretion but we encourage you to review these Terms and make note of the "effective date" frequently. Your continued use of the Sites and Services after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Sites and Services.

## **15. THIRD PARTY LINKS**

You may be able to access other websites, mobile applications or resources through links accessed on the Sites or Services. Because Bassmaster has no control over such websites or mobile applications you acknowledge and agree Bassmaster is not responsible for the availability of such external websites, mobile applications or resources accessible from those third parties, and does not endorse and is not

responsible or liable for any content, advertising, products, services, or other materials available from such websites or mobile applications, nor does Bassmaster endorse any such websites, mobile applications or resources, or the products or services assessable on such websites or mobile applications.

## **16. NO RIGHTS OF THIRD PARTIES**

You agree that, except as otherwise expressly provided in these Terms, there are not third-party beneficiaries to these Terms.

## **17. ARBITRATION / DISPUTE RESOLUTION**

**Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of Alabama without application of conflict of laws rules, except that the Arbitration provisions below shall be governed by the Federal Arbitration Act.

Most customer concerns can be resolved quickly by contacting or e-mail us at [customerservice@bassmaster.com](mailto:customerservice@bassmaster.com).

**Resolution of Any Dispute.** In the event a dispute arises between you and Bassmaster (“Dispute”), we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer’s satisfaction by contacting our customer care department at 1-877-BASS USA by writing to Bassmaster, LLC at 3500 Blue Lake Dr. Suite 330, Birmingham, AL 35243. If, however, there is an issue that is unresolved, the Terms below describe how both of us will proceed.

**JAMS Mediation.** If a Dispute has not been resolved by negotiations within 90 days as provided hereinabove, such Dispute shall be submitted to JAMS, or its successor (collectively, “JAMS”), for mediation as provided hereinbelow. Any party involved in the Dispute may commence mediation by providing to JAMS and each other party involved in the Dispute a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS’ panel of neutrals and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. None of the parties may commence arbitration or a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session,

or 30 business days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of arbitration or a civil action, if the parties so desire.

**Limitation of Legal Remedies.** IF THERE IS A DISPUTE THAT REMAINS UNRESOLVED AFTER MEDIATION, INSTEAD OF SUING IN COURT, YOU AND Bassmaster EACH AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO ARBITRATE DISPUTES THROUGH BINDING ARBITRATION PURSUANT TO THE JAMS ARBITRATION RULES AND PROCEDURES, ON AN INDIVIDUAL BASIS, WITHOUT CLASS RELIEF, EXCEPT FOR DISPUTES PERTAINING TO BASSMASTER'S INTELLECTUAL PROPERTY RIGHTS AND STATUTORY CLAIMS THAT PURSUANT TO LAW ARE NOT ARBITRABLE. This agreement to arbitrate is intended to be broadly interpreted. It includes claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory ("Claim(s)"). The arbitrator's decision and award are final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.

**Jury Trial Waiver.** YOU AND BASSMASTER EACH VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESOLVING ANY DISPUTE BETWEEN US ARISING OUT OF THESE TERMS OR THE SITES OR SERVICES.

**Class Action Waiver.** YOU AND BASSMASTER EACH AGREE THAT CLAIMS AGAINST THE OTHER MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING. All arbitrations under these Terms must be conducted on an individual (and not a class-wide) basis, and an arbitrator will have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibit you from commencing any legal proceedings as a representative of others, participating in a class, representative, or collective action as a class representative, class member or an opt-in party, acting as a private attorney general, or joining or consolidating Claims with claims or proceedings brought by any other person ("Class Action Waiver").

**Arbitration Procedures.** A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought ("Notice"). All Notices to Bassmaster must be sent to the following address: Bassmaster LLC, 3500 Blue Lake Dr. Suite 330, Birmingham, AL 35243. Our notice to you will be sent to you based on the most recent contact information that you provide us but if no such information exists or if such information is not current, then we have no obligation under this Section. Upon receipt of such Notice, the receiving party will have a 60-day period in which it may satisfy the Claim against it by fully curing the Claim, providing all the relief requested in the Notice, or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the



expiration of such 60-day cure period, you or Bassmaster may commence an arbitration proceeding. Unless otherwise agreed to by you and Bassmaster in writing, the arbitration will be governed and conducted by JAMS before a single arbitrator with substantial experience in the internet industry and shall follow substantive law in adjudicating the Dispute. This Section shall be construed as a written agreement to arbitrate pursuant to the Federal Arbitration Act ("FAA"). You and Bassmaster agree that this Section satisfies the writing requirement of the FAA. The arbitration of any claim will be conducted in the State of Alabama, and for any non-frivolous claim that does not exceed \$5,000.00, you shall have the choice as to whether the hearing is conducted in person or by telephone. Each party will pay the fees and costs of its own counsel, experts and witnesses. The JAMS rules are available on its website at [www.jamsadr.com](http://www.jamsadr.com). To the extent that this dispute resolution Section conflicts with JAMS minimum standards for procedural fairness, the JAMS rules and/or minimum standards for arbitration procedures in that regard shall control. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or for the arbitrator's award; and any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, unconscionability, arbitrability, or enforceability of these Terms including any claim that all or any part of these Terms are void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

**Exception to Arbitration .** Only disputes or actions pertaining to Bassmaster's intellectual property rights, or statutory claims that pursuant to law are not arbitrable, are exempt from arbitration.

**Survival.** This arbitration provision shall survive termination of these Terms.

**Severability.** If any provision of this Section is declared or found by a court of competent jurisdiction or arbitrator to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions will remain fully enforceable, except that if the Class Action Waiver for any Claim cannot be enforced, then the provision to arbitrate will not apply.

## **18. MISCELLANEOUS**

These Terms, and policies incorporated herein, are the entire agreement between you and Bassmaster. They supersede any and all prior or contemporaneous agreements between you and Bassmaster relating to your use of the Sites or Services. If these Terms expire or are terminated for any reason, the provisions which by their nature should continue after termination including Proprietary Rights, Disclaimer of Warranties,

Limitation of Liability, Your Legal Liability, Arbitration/Dispute Resolution, No Rights of Third Parties, and Miscellaneous shall survive any such expiration or termination. If any provision of these Terms is declared or found by a court of competent jurisdiction or arbitrator to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions will remain fully enforceable, except that if the Class Action Waiver for any Claim cannot be enforced, then the provision to arbitrate will not apply. You may not assign your rights under your Bassmaster Account or this agreement to any third party without Bassmasters' prior written permission. Bassmaster may assign these Terms, in whole or in part, at any time. Headings in the Terms are for convenience of reference only and shall not affect the interpretation or construction of this agreement. The failure of Bassmaster to partially or fully exercise any rights or the waiver of Bassmaster to enforce any breach of these Terms by you, shall not prevent a subsequent exercise of such right by Bassmaster or be deemed a waiver by Bassmaster of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of Bassmaster under these Terms and any other applicable agreement between you and Bassmaster shall be cumulative, and the exercise of any such right or remedy shall not limit Bassmaster's right to exercise any other right or remedy. In the event of any conflict or inconsistency between any of these Terms and any other terms or conditions applicable to the Services, we shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically waive any right to challenge or dispute such determination.

## **19. CONTACT US.**

Please email us at [customerservice@bassmaster.com](mailto:customerservice@bassmaster.com), or contact customer service by phone at 1-877-BASS USA, or write to us at: Bassmaster, LLC, 3500 Blue Lake Dr. Suite 330, Birmingham, AL 35243 if you have any questions about these Terms.

When contacting us, please include your full name, address, phone number, and email address, and indicate the specific nature of your request or inquiry.