

Target Sports USA
AMMO+ Business Membership
Terms & Conditions

Target Sports USA (“Target Sports,” “we,” “our” or “us”) offers its customers the opportunity to participate in the AMMO+ Business Membership (the “Ammo” “Membership” “Plus” or “Program”). The terms and conditions below apply to the Program and are between you (“you” “customer” “Dealer” or “Member”) and Target Sports USA.

If you sign up for the AMMO+ Business Membership you accept these terms, conditions, limitations, and requirements, as well as the other terms, conditions, limitations, and requirements available on the targetsportsusa.com website, as each may be changed over time with or without notice to you (the “Terms”).

MEMBERSHIP TERM AND BENEFITS

The AMMO+ Business Membership is a subscription-based program offered exclusively for Target Sports USA customers. A one-year membership is available for an annual fee purchased online at targetsportsusa.com or when you place an order over the phone. The Membership term is one (1) year and may be renewed pursuant to the Terms. The initial term combined with the renewal term constitutes the “Membership Term.”

DURING THE MEMBERSHIP TERM, MEMBERS RECEIVE:

- AMMO+ Business Membership pricing on ammo purchased at Target Sports USA
- Free standard shipping on all orders
- Member’s only offers/promotions and automatic entry into all giveaways

Your Membership benefits start as soon as you sign up and pay for an AMMO+ Business Membership.

PRICING:

Program pricing and discounts apply to ammunition. In rare cases, we may exclude products from the Program at our sole discretion. Purchases may be subject to taxes which are not subject to the Program's discount. Look for the AMMO+ Business Membership price to know the product's discounted price.

FREE SHIPPING:

Members will receive free standard shipping on every order regardless of order total. Free shipping only applies to standard shipping fees to U.S. destinations; all other fees with UPS are the customer's responsibility (example: address change, delivery hold, etc.).

PROMOTIONS:

Periodically Members will receive limited time offers via email or text. Members are encouraged to keep their email address current to ensure they receive the most out of this benefit.

MEMBERSHIP CANCELLATION:

The renewal can be canceled at any time before the subscription expires (12 months from the purchase date). Memberships may only **be refunded or credited within 30 days from the date of the initial purchase or autorenewal**, and only if membership benefits have not been

collected in any way. This means that no orders may have been placed using the membership discount.

Once benefits have been collected, memberships cannot be refunded. Refunds will not be issued for any AMMO+ Business Memberships — even if no benefits were used — after 30 days from the initial purchase or autorenewal date.

For more information or questions, please call our Customer Service Department at **860-426-9886**.

MEMBERSHIP AUTO-RENEWAL:

Members receive a renewal notice approximately three (3) days prior to their Membership renewal billing date, which includes the Membership expiration date and any applicable renewal instructions. If we have a valid email address on file, the Member receives this notice by email. To ensure timely renewal, please log in to your Account at targetsportsusa.com to verify or update your billing or shipping address.

Members may choose to opt out of the auto-renewal feature for their Membership. If a Member does not wish to participate in the auto-renewal process or elects not to renew, they can call 860-426-9886 or email Ammoplus@targetsportsusa.com **TO BE GUIDED THROUGH THE PROCESS** of canceling their autorenewal/Membership.

PLEASE NOTE: IF YOU HAVE PAID FOR YOUR MEMBERSHIP USING A CREDIT CARD, UNLESS YOU NOTIFY US BEFORE YOUR MEMBERSHIP EXPIRATION DATE THAT YOU DO NOT WANT TO PARTICIPATE IN AUTO-RENEW OR WISH TO CANCEL YOUR MEMBERSHIP ENTIRELY, YOU UNDERSTAND THAT YOUR AMMO+ BUSINESS MEMBERSHIP WILL AUTOMATICALLY CONTINUE FOR ANOTHER TWELVE (12) MONTHS AND YOU AUTHORIZE US TO CHARGE AND COLLECT THE THEN-CURRENT MEMBERSHIP FEES (AND ANY APPLICABLE TAXES) USING ANY CARD WE HAVE

ON FILE FOR YOU. WE MAY DO THIS WITHOUT ANY ADDITIONAL NOTICE TO YOU, UNLESS REQUIRED BY LAW.

NON-AUTO-RENEW MEMBERS:

For Members that have opted out of the auto-renew feature, their Membership will automatically expire 1 year from the original purchase date. Approximately three (3) days prior to their Membership expiration date, Members will receive an email notification of the expiration date. To avoid a lapse in benefits, Members should renew by calling the Target Sports USA Customer Service Department prior to the expiration date. Target Sports USA is not responsible for late fees, over-limit fees, finance charges or other charges imposed by third-party credit card issuers because of Membership Term renewal. The renewal notice and the customer's ability to cancel are considered sufficient notification of the auto-renew charge.

MEMBERSHIP REQUIREMENTS AND LIMITATIONS:

All benefits of Membership are assigned exclusively to a single individual Member. Membership may not be reassigned, in whole or in part, to another individual or entity. Once an AMMO+ Business Membership is purchased under an account, the email address cannot be changed. The Membership is attached to the email address for the entire membership term. Membership must be paid in full to receive Member benefits. Memberships not paid in full will result in immediate termination of member benefits and you will be responsible for the cost of any benefits/savings received.

Membership is for the Member's use only. Members may not use their Membership benefits to send merchandise to any non-Member or customer. We reserve the right to accept or refuse Membership in our sole discretion, including any renewal Membership.

MODIFICATION AND TERMINATION:

Target Sports USA reserves the right to modify the Program fee and benefits or terminate the Program at any time at its sole discretion without notice to you. Target Sports's only obligation is to provide the Program benefits as they exist on the date of enrollment through the initial term purchased by the Member.

In addition, we may modify these terms, our Privacy Policy and any other terms, conditions, limitations, and requirements available on the targetsportsusa.com website at any time in our sole discretion without notice to you. If any changes are found to be invalid, void, or unenforceable for any reason, that change is severable and will not affect the validity and enforceability of the remaining terms, conditions, limitations, or requirements.

IF YOU DO NOT AGREE TO ANY CHANGE, IN WHOLE OR IN PART, YOU MUST NOTIFY US IN WRITING TO CANCEL THE AUTO-RENEWAL OF YOUR MEMBERSHIP. YOUR CONTINUED PARTICIPATION IN THE PROGRAM (WHICH INCLUDES, BUT IS NOT LIMITED TO, PLACING NEW ORDERS, ACCESSING THE AMMO+ BUSINESS MEMBERSHIP ONLINE STORE OR YOUR ACCOUNT, OR YOUR RECEIPT OF EMAIL OFFERS) AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES.

Target Sports USA reserves the right to terminate any Member's benefits and participation in the Program without notice for any reason. We may also terminate any Membership for conduct we determine, in our sole discretion, (a) violates these Terms or any terms, conditions, or restrictions available on targetsportsusa.com, (b) involves fraud, is a misuse or abuse of the Program, is harmful to our or anyone else's interests, or (c) is in violation of any applicable law, rule or regulation. In such a case, we will not issue a refund for any portion of the Membership fee.

MEMBER COMMUNICATIONS:

Members with questions on their AMMO+ Business Membership should contact us using one of the options below:

Call us at: 860-426-9886

Write us at: Target Sports USA

Attn: AMMO+ Business

Membership 30 Fieldstone Court

Cheshire, CT 06410

Email us at:

AmmoPlus@Targetsportsusa.com

LIMITATION OF LIABILITY:

IN ADDITION TO ANY OTHER LIMITATIONS AND EXCLUSIONS ON TARGETSPORTSUSA.COM, IN NO EVENT WILL TARGET SPORTS USA, ITS PARENT COMPANIES, OR ANY OF ITS OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE PROGRAM OR ANY PURCHASES MADE THROUGH THE PROGRAM. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST ANNUAL MEMBERSHIP FEE PAID BY THE MEMBER (LESS ANY BENEFITS/SAVINGS RECEIVED SINCE THAT FEE WAS PAID). THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO

YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

DISCLAIMERS:

WE MAKE NO REPRESENTATION ABOUT THE PROGRAM AND ITS SUITABILITY FOR ANY PURPOSE. THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. TARGET SPORTS USA, ITS PARENT COMPANIES, AND ITS OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

GENERAL PROGRAM INFORMATION:

The AMMO+ Business Membership is provided by Target Sports USA as a paid service to its Members. By becoming a Member of the AMMO+ Business Membership program, Members expressly consent to receive advertising, marketing materials and other communication from Target Sports USA. You agree any decisions made by Target Sports USA concerning the Program or Membership are final and binding. Membership rules are valid to the extent not prohibited by law. Taxes may apply where required by law.