Ammoterra.com Services Agreement

(Updated as of May 29, 2018)
PLEASE READ THIS AGREEMENT CAREFULLY

This services agreement (the "Agreement") is made between you, as a User hereinafter, and the Ammoterra.com, regarding your use of the Ammoterra.com

1. Acceptance of Terms

- 1.1 You acknowledge that you have read this Agreement prior to your use of Ammoterra.com Each time you use Ammoterra.com you confirm that you agree to be bound by the terms and conditions of this Agreement and any subsequent amendments or modifications as may be made from time to time.
- 1.2 We may amend this Agreement any time by posting an updated version at Ammoterra.com. The updated version of this Agreement shall take effect immediately upon posting. By continuing to use the Ammoterra.com, you agree to that the amended terms will apply to you.

2. Personal Data Privacy.

2.1 You agree that Ammoterra.com may collect, hold, use and transfer your personal data in accordance with the Privacy Policy of the Ammoterra.com.

3. You represent and warrant that:

- 3.1. You will use the Ammoterra.com in good faith and in compliance with all applicable laws and regulations;
- 3.2. The information and material you provide in connection with the use of the Ammoterra.com is true, lawful and accurate, and is not false, misleading or deceptive.
- 3.3. You will not use the Ammoterra.com to defraud Ammoterra.com, our affiliates or other members or users or engage in other unlawful activities (including without limitation dealing in products or services prohibited by law);
- 3.4. In case that you are a Seller of products, you have the legitimate right and authorization to sell, distribute or export the products using the Ammoterra.com and such products do not infringe any third party's rights.
- 3.5. In case that you are a Seller of products, you have good title to the products ordered under Ammoterra.com, and the products meet the agreed descriptions and

requirements; and in case that you are a Seller of services, you will provide the services ordered with reasonable care and skills.

- 3.6. If in Ammoterra.com's opinion, any User is not acting in good faith, abusing Ammoterra.com, or in breach of this Agreement, Ammoterra.com shall have the right to cancel registration and delete information of User.
- 4. Disclaimer and Limitation of Liability.
- 4.1 Ammoterra.com will only be liable for the obligations expressly set forth in this Agreement.
- 4.2 You agree that all risks arising from the posting information on Ammoterra.com will be borne by you and your counterparty.
- 4.3 Users' information is provided by Users themselves. Ammoterra.com makes no representation or warranty with respect to the accuracy, truthfulness and completeness of the Users' information. You will be solely responsible for all consequences resulting from your own judgment and decision to use or otherwise rely on such information.
- 4.4 Ammoterra.com makes no warranty regarding any products or services supplied by the sellers on Ammoterra.com.
- 4.5 Except as expressly provided in this agreement and to the full extent permitted by law the services are provided on the "as is", "as available" and "with all faults" bases. any and all such warranties, representations, conditions, undertakings and terms, whether express or implied, are hereby disclaimed and excluded.
- 4.6 To the full extent permitted by law, ammoterra.com and our affiliates shall not be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation damages for loss of profits or revenues, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from the use of or inability to use the ammoterra.com supplemental services.
- 4.7 By using the Ammoterra.com, you acknowledge and agree that Ammoterra.com is not a seller or buyer and Ammoterra.com should in no way be construed as the provision of service of seller or buyer. Ammoterra.com is not acting as a market. Ammoterra.com does not guarantee the identity of any User.
- 4.8 If you have a dispute with other parties, you release us (and our affiliates and officers, directors, agents, and employees thereof) from claims, demands and

damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

5. Jurisdiction

- 5.1 This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the Russian Federation. You irrevocably consent to the exclusive jurisdiction of the courts of the Russian Federation, in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
- 5.2 If any dispute or claim arises from or in connection with this Agreement, an Online Transaction or your use of the Ammoterra.com ("Dispute"), the relevant parties shall resolve the Dispute through amicable negotiations.
- 5.3 In any event, you may not make any claim against Ammoterra.com or our affiliates under this Agreement after one year from the date of occurrence of the matter giving rise to the claim.
- 5.4 Notwithstanding the foregoing provisions, either party may seek injunctive or other equitable relief against the other party in the court of Russian Federation.

6. General Provisions

- 6.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall be enforced.
- 6.2 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 6.3 No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- 6.4 If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail.
- LLC Serebryanaya pylya. Russian Federation, 450511, Ufa city, ulitza Pobedi 16/5.