

Know Where to Hunt, LLC

Terms of Use

Agreement between user and www.KnowWhereToHunt.com Welcome to www.KnowWhereToHunt.com. The www.KnowWhereToHunt.com website (the "Site") is comprised of various web pages operated by Know Where to Hunt, LLC ("Know Where to Hunt"). www.KnowWhereToHunt.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.KnowWhereToHunt.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.KnowWhereToHunt.com is a Online Hunting Club w/ E-commerce store Site

Know Where to Hunt, LLC was formed by avid outdoor enthusiasts with a mission to link responsible hunters to prime hunting land. We accomplish this by building solid relationships with the landowners and bridging the gap to our active members. We work, throughout the year, with the landowners to ensure that their wishes are being met and that we are exceeding an acceptable level of expectation. The product of these relationships is better and more diverse hunting opportunities, for Know Where to Hunt members. After paying a subscription fee (Yearly or pay as you go), you can reserve a field to hunt or pay your daily field usage fee to reserve a field to hunt.

Privacy

Your use of www.KnowWhereToHunt.com is subject to Know Where to Hunt's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.KnowWhereToHunt.com or sending emails to Know Where to Hunt constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site satisfy any legal requirement that such communications be in writing.

Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Know Where to Hunt is not responsible for third party access to your account that results from theft or misappropriation of your account. Know Where to Hunt and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Know Where to Hunt does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.KnowWhereToHunt.com only with permission of a parent or guardian.

Denial of Membership Refund Policy

For insurance purposes, Know Where to Hunt, LLC will conduct background checks on all members. At no point will any information be used/given outside of Know Where to Hunt, LLC (www.KnowWhereToHunt.com). If your application for subscription/membership is denied than your full subscription/membership fees will be refunded.

Cancellation Refund Policy

Field Use or Guided Hunt Fee: Website subscription or memberships Fees are non-refundable. Daily Hunting Fees: Any refund requests made greater than 48 hours prior to scheduled hunt will be refunded. No refunds will be issued after this 48-hour threshold. Please contact rick@kwth.com or 360 for any cancellation requests.

Breaking Membership Rules Refund Policy

Your membership will be revoked with no refund issued if you violate these rules.

1. Hunting a field with reserving it online at the website.
2. Taking guests onto fields without registering them. (Our insurance only covers them if they are registered if they are not registered you are personally liable)
3. Not hunting over decoys (No pass Shooting)
4. Landing shot from shells fired by you or your party onto structures or equipment noted in field notes for that field.
5. Shooting from the parking area or within 150 feet of a government owned road.
6. Using a Shotgun Caliber larger than a 12 Gauge Shotgun.
7. Using shells larger than 3 inches where prohibited and noted in field notes.
8. Violation of Game laws in the jurisdiction you are hunting.
9. More than one warning from Rick Gardner of KWTH of not packing out what you pack in into our fields.

Links to third party sites/Third party services

www.KnowWhereToHunt.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Know Where to Hunt and Know Where to Hunt is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Know Where to Hunt is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Know Where to Hunt of the site or any association with its operators.

Certain services made available via www.KnowWhereToHunt.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.KnowWhereToHunt.com domain, you hereby acknowledge and consent that Know Where to Hunt may share such information and data with any third party with whom Know Where to Hunt has a contractual relationship to provide the requested product, service or functionality on behalf of www.KnowWhereToHunt.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.KnowWhereToHunt.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Know Where to Hunt that you will not use the Site for any

purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Know Where to Hunt or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Know Where to Hunt content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Know Where to Hunt and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Know Where to Hunt or our licensors except as expressly authorized by these Terms.

NON-COMPETE

This Non-Compete Agreement ("Agreement"), shall constitute prohibiting a party from sharing certain confidential and proprietary information and trade secrets ("Confidential Information") relating to the business of Know Where to Hunt of 1004 Commercial Ave #303, Anacortes, Washington, 98221 ("Non-Compete Holder") and Member ("Recipient") and collectively the Non-Compete Holder and Recipient shall be referred to as the "Parties", hereinafter agree to the following:

Recipient shall strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared between the Parties for use in scoping, estimating, and completing projects as well as for the everyday business practices for the Non-Compete Holder and its clients/customers.

Beginning on April 3rd, 2019 and through April 3, 2021 herein, the Recipient shall not: Provide the same or similar industry products, services, or engage in any other way a representation of any other business of a similar nature to the business of the Non-Compete Holder without written consent. It is understood that the Recipient will be representing the Non-Compete Holder exclusively during their tenure unless written notice has been provided from either of the Parties.

Directly or indirectly engage in any similar business practice of the Non-Compete Holder while being in contact with the Non-Compete Holder's current or former clients. Nor shall the Recipient solicit any client of the Non-Compete Holder for the benefit of a third party that is engaged in a similar business to that of the Non-Compete Holder.

Engage in business activity, whether paid or non-paid, with a competitor of the Non-Compete Holder that provides a similar product or service.

Hire, work alongside, or partner with any current employees, sales staff, or former employees or sales staff of Non-Compete Holder.

User/member warrants and guarantees that this Agreement shall begin on the event of payment for membership in Know Where to Hunt and ends on April 3rd, 2021

The Non-Compete Holder does not allow the Recipient to be released of liability from this Agreement for any monetary amount or reason whatsoever.

The jurisdiction of this Agreement shall cover the areas of Worldwide.

As used herein "Confidential Information" shall mean any and all technical and non-technical information provided by the Non-Compete Holder, including but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, authorship, customer lists (including the names, buying habits or practices of any clients), the names of vendors or suppliers (land owners), marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the Non-Compete Holder or any of its respective clients, consultants, or licensees that is disclosed to the Recipient under the terms of this Agreement.

Confidential Information does not include information which:

Has become generally known to the public through no wrongful act by the Recipient;

Has been rightfully received by Recipient from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the Recipient;

Has been approved for release to the general public by written authorization of the Non-Compete Holder;

Has been disclosed pursuant to the requirement of a governmental agency or a court of law without similar restrictions or other protections against public disclosure; or,

Has been independently developed by the Recipient without use, directly or indirectly of the Non-Compete Holder's Confidential Information.

Recipient acknowledges that it will have access to the Non-Compete Holder's Confidential Information and agrees that it shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of any formal business association or dealings with the Non-Compete Holder and in any event, only with the prior written approval of the Non-Compete Holder. The Recipient acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to the Recipient by reason of this Agreement. Additionally, the Recipient acknowledges that it may only use the Confidential Information in connection with its business dealings with the Non-Compete Holder and for no other purpose without the prior written consent of the Non-Compete Holder. The Recipient further agrees that all Confidential Information, including without limitation any documents, files, reports, notebooks, samples, lists, correspondence, software, or other written or graphic records provided by the Non-Compete Holder or produced using the Non-Compete Holder's Confidential Information, will be held strictly confidential and returned upon request to the Non-Compete Holder. The term of this Agreement will be ongoing

as long as the Parties are working together in any formal capacity. The conditions of this Agreement shall survive the termination of this Agreement.

Should the Recipient breach any of the provisions of this Agreement by unauthorized use, or by disclosure of the Confidential Information to any unauthorized third party to the Non-Compete Holder's detriment or damage, the Recipient agrees to reimburse the Non-Compete Holder for any loss or expense incurred by the Non-Compete Holder as a result of such use or unauthorized disclosure or attempted disclosure, including without limitation court costs and reasonable attorney's fees incurred by the Non-Compete Holder in enforcing the provisions hereof. Recipient further agrees that any unauthorized use of or disclosure of the Confidential Information will result in irreparable damage to the Non-Compete Holder and that the Non-Compete Holder shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or disclosure by the Recipient without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to its conflicts of laws principles. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction of the Non-Compete Holder's principal office and the parties hereby consent to the personal jurisdiction and venue of these courts. If any provisions of this Agreement or its applications is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.

Use of communication services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material

contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Know Where to Hunt has no obligation to monitor the Communication Services. However, Know Where to Hunt reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Know Where to Hunt reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Know Where to Hunt reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Know Where to Hunt's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Know Where to Hunt does not control or endorse the content, messages or information found in any Communication Service and, therefore, Know Where to Hunt specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Know Where to Hunt spokespersons, and their views do not necessarily reflect those of Know Where to Hunt. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials provided to www.KnowWhereToHunt.com or posted on any Know Where to Hunt web page Know Where to Hunt does not claim ownership of the materials you provide to www.KnowWhereToHunt.com (including feedback and suggestions) or post, upload, input or submit to any Know Where to Hunt Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Know Where to Hunt, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Know Where to Hunt is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Know Where to Hunt's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third Party Accounts

You will be able to connect your Know Where to Hunt account to third party accounts. By connecting your Know Where to Hunt account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Know Where to Hunt from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Know Where to Hunt Content accessed through www.KnowWhereToHunt.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Know Where to Hunt LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Know Where to Hunt reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Know Where to Hunt in asserting any available defenses.

Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. Know Where to Hunt, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. Know Where to Hunt, LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. Know Where to Hunt, LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Know Where to Hunt, LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF

THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Know Where to Hunt, LLC OR ANY OF ITS

SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Know Where to Hunt reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington and you hereby consent to the exclusive jurisdiction and venue of courts in Washington in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Know Where to Hunt as a result of this agreement or use of the Site. Know Where to Hunt's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Know Where to Hunt's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Know Where to Hunt with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Know Where to Hunt with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Know Where to Hunt with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon 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. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Know Where to Hunt reserves the right, in its sole discretion, to change the Terms under which www.KnowWhereToHunt.com is offered. The most current version of the Terms will supersede all previous versions. Know Where to Hunt encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Know Where to Hunt welcomes your questions or comments regarding the Terms:

Know Where to Hunt, LLC
1004 Commercial Ave #303
Anacortes, WA 98221

Email Address:

Jeff@kwth.com

Telephone number:

(360) 941-1734

Effective as of April 14, 2019