

Terms and Conditions of Use

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Agreement between User and River-Angler.com

Welcome to River-Angler.com. The River-Angler.com website (the "Site") is comprised of various web pages operated by River Angler ("River Angler"). River-Angler.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of River-Angler.com constitutes your agreement to all such Terms. Please read these terms carefully. By using the Site, you (the "User") agree to abide by the Terms and Conditions contained herein. If you do not agree with the Terms, then you are expressly prohibited from using the Site, and you must discontinue use immediately.

River Angler is not liable for your failure to disable or remove cookies if you as the User, or your Users, do not consistent to their use.

River-Angler.com is a Blog, Business, and e-Commerce Site. River Angler's mission at River-Angler.com is to promote carrying out, more than you carry in. The Site does this by offering reviews, stories, editorials, and opinions. River Angler from time to time may provide third-party website links to a wide range of products or assets. As an associate, we earn from qualifying purchases.

River Angler reserves the right, in River Angler's sole discretion, to make changes or modifications to these Terms from time to time. As a User, you waive any right to receive specific notice of each such change. It is the User's responsibility to periodically review these Terms.

Electronic Communications

Visiting River-Angler.com or sending emails to River Angler 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.

Children Under Thirteen

River Angler 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 River-Angler.com only with the permission of a parent or guardian.

Links to Third Party Websites/Third Party Services

River-Angler.com may from time to time contain links to other websites ("Linked Sites"). These Linked Sites include, but are not limited to, affiliate sites, partners, friends, e-commerce, pay sites, and social media Linked Sites. The Linked Sites are not under the control of River Angler and River Angler is not responsible for the contents of any Linked Sites, including without limitation any link contained in a Linked Sites, or any changes or updates to a Linked Sites. River Angler is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by River Angler of the site or any association with its operators. "As an Amazon Associate, we earn from qualifying purchases".

Certain services made available via River-Angler.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the River-Angler.com domain, you hereby

acknowledge and consent that River Angler may share such information and data with any third party with whom River Angler has a contractual relationship to provide the requested product, service or functionality on behalf of River-Angler.com users and customers.

Cancellation/Refund Policy

You may cancel your subscription at any time. Please allow 90 days for any cancellation or refund to be processed. Any cancellation after 30 days of subscription or purchase will not qualify for a refund. A valid mailing or billing address is required for a refund. If a subscription or purchase was made in error, please contact us. Our return and refund policy for new, used, or new old-stock products purchased from River-Angler.com is under separate cover on the Site. Please contact us at ContactUs@river-angler.com with any questions.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use River-Angler.com strictly in accordance with these Terms of use. As a condition of your use of the Site, you warrant to River Angler 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 River Angler 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, transmit, publish, 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. River Angler content is not for resale, unless exclusively stated as such. 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 River Angler 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 River Angler or our licensors except as expressly authorized by these Terms.

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 Communication Services.

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 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 of 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 Services specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Services 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.

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

River Angler 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 River Angler's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Services. River Angler does not control or endorse the content, messages or information found in any Communication Services and, therefore, River Angler specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services. Managers and hosts are not authorized River Angler spokespersons, and their views do not necessarily reflect those of River Angler.

Materials uploaded to a Communication Services may be subject to limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to River-Angler.com or Posted on Any River Angler Web Page

River Angler does not claim ownership of the materials you provide to River-Angler.com (including feedback and suggestions) or post, upload, input or submit to any River Angler Site or our associated (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting River Angler, our affiliated companies and necessary sublicensees permission to use your Submissions in connection with the operation of their Internet business including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submissions.

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

By posting, uploading, inputting, providing, or submitting your Submissions 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 River Angler account to third party accounts. By connecting your River Angler 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 Site is controlled, operated and administered by River Angler from our offices within the United States of America (USA). If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the River Angler content accessed through River-Angler.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 River Angler, its managers, offices, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including attorney's fees) relating to or arising out of your use of or inability to use the Site or services, and user postings made by you, your violation of an Terms of this Agreement or your violation of any rights of a third party; or your violation of any applicable laws, rules or regulations. River Angler 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 River Angler in asserting any available defenses.

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or River Angler (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least sixty (60) days before initiating arbitration or litigation (as applicable per below). Such informal negotiations commence upon written notice from one Party to the other Party.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than six months after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved on by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgement may be entered upon it in any court having authority. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable

attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

Class Action Waiver

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims against the other only in each's individual capacity, and not as a plaintiff or class member in any putative class, collective and/or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both the User and River Angler agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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. River Angler and/or its suppliers, service providers, or partners may make improvements and/or changes in the Site at any time.

River Angler 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 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. River Angler 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 extent permitted by applicable law, in no event shall River Angler 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 of performance of the Site, with 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 River Angler 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, your sole and exclusive remedy is to discontinue using the Site.

Termination/Access Restriction

River Angler 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 Commonwealth of Massachusetts, and you hereby consent to the exclusive jurisdiction and venue of courts in Massachusetts 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 River Angler because of this agreement or use of the Site. River Angler's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of River Angler'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 River Angler 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 agreement between the User and River Angler with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and River Angler with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in 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

River Angler reserves the right, in its sole discretion, to change the Terms under which River-Angler.com is offered. The most current version of the Terms will supersede all previous versions. As a User, you waive any right to receive specific notice of each such change. It is the User's responsibility to periodically review these Terms.

Contact Us

River Angler thanks you for visiting the Site. Our contact information is below. E-mail correspondence addressed to ContactUs@river-angler.com is preferred. Please be patient in awaiting a response.

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