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## **Membership Policies**

By purchasing an American Trailhead LLC Membership, you are agreeing to the following policies and procedures
presented by American Trailhead LLC and acknowledge that these procedures may change even after initial
membership has begun. It is the responsibility of the member to be aware of the policies and procedures. In accordance
with these policies a member may cancel their membership if in dispute or disagreement of any future policy changes,
but the member will be held to the cancelation requirements of this initial agreement.

#### **Member Benefit Use**

- Member Benefits are only Active Members of American Trailhead LLC members only and are not to be shared or used by non-members.
- Shipping coupons will need to be entered at check out to allow for free shipping. The coupon can be used on any eCommerce platform managed by American Trailhead LLC.
  - Anyone using the membership free shipping code that is not a member will be notified of the violation and may be charged for the shipping cost of their order.
- Monthly Membership discounts and deals
  - Discounts and deals may come in the form of a percentage of code or specially priced products offered only to members.
  - Non-members who place an ordering using any of the membership discounts will be charged the full price for the order.
  - If non-member who uses an unauthorized discount or deal and refuses to pay the regular price will have their order cancelled.
- Free logo shirt or 20oz tumbler
  - Each member shale receives one or the other item as a gift for their membership. A link will be provided to each member to select their product of choice and if a member orders more than one free item they will only receive one.
- One firearm per year at cost plus \$25
  - Any member may purchase any firearm that is available to American Trailhead LLC that they are legally allowed to own in accordance with their local, state, and federal laws. They will be sold the firearm at the same cost that American Trailhead LLC would pay. All purchases will have a \$25 cost as a processing fee.
  - All applicable taxes will be applied to the membership firearm purchase.
  - If a customer is prohibited from ownership of firearm or ammo per State or Federal law, then the customer has the option to request an alternative membership benefit... i.e., National Park Pass or camp package. It is the customers responsibility to notify American Trailhead LLC of a need for exception and request approval.
  - American Trailhead is not responsible for any compensation for a member prohibited from owning or possession of a firearm.
  - There will be a form available to all members and it will be the responsibility of the member to complete the form and submit it to American Trailhead LLC or contact American Trailhead LLC to process their one gun a year at cost plus \$25.

### Cancelations

- Yearly Membership may be cancelled within the first 30 days of purchase with no refund if unsatisfied with the membership purchase providing the member has not used any of their membership benefits.
- Member must provide a 30-day notice of cancelation except for the first 30 days prior to the start of the next billing period.
- After 30 Days Cancelations of membership where a member has used member benefits may be allowed without penalty with approved Limited exception (Approval at American Trailhead discretion)
  - o Military Exception
    - Deployment
    - Orders
    - Out of Country relocation
    - Financial Hardship
      - Job Loss
      - Medical Situation
      - Bankruptcy/Foreclosure
      - Significant Life event

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- o Relocation
  - Out of Country move
  - Move to prohibited location.
- Any Cancellation of a membership after utilizing member benefits not meeting the prior qualifications will result in a penalty charge.
- Cancelation Penalty Fee
  - o If no benefits have been utilized no fee will be assessed, memberships are non-refundable.
  - Fee may be wavered at American Trailhead Management discretion.
  - Cancelation of any member prior to the completion of 12-month agreement that has utilized member benefits will result in an early cancelation fee of \$75.00
- Monthly Cancellation Policy: You may cancel your Monthly Membership at any time. If you need help, feel free to contact us. If you cancel your Membership, the cancellation will take effect your next monthly billing cycle. You will not be eligible for a refund for monthly fees paid prior to the month the cancellation takes effect.

#### **Firearms and Restricted items**

- All firearm purchases and transactions will follow standard store policies and are subject to follow state and Federal Laws.
- No Firearm or ammunition will be transferred to any person/persons that is prohibited from owning these items and American Trailhead will follow State and Federal Laws.
- If a customer is prohibited from ownership of firearm or ammo per State or Federal law, then the customer has the option to request an alternative membership benefit... i.e., National Park Pass or camp package. It is the customers responsibility to notify American Trailhead of need for exception and request approval.

#### **Store Disclaimer**

- Participation in the membership program is at the discretion of American Trailhead and membership maybe canceled or revoked at any time if determined that the member has abused, misused their membership.
- American Trailhead reserve the right to refuse services to anyone for any reason at any time.
- We reserve the right to cancel orders and/or memberships without notice of anyone believed to be in violation of this condition.
- By purchasing a membership, you understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

### **Governing Law**

• These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of Florida, United States.

#### **Payment and Authorization**

- By purchasing a Membership with American Trailhead LLC, you agree to an initial and recurring fee at the current membership rate, and you accept responsibility for all recurring charges until you cancel your subscription. The fee will automatically process on the date of the next billing cycle. You may cancel your Monthly Membership at any time, subject to the terms of our cancellation policy.
- Failure to cancel your membership in accordance with the membership polices will result in American Trailhead LLC continuing to charge your authorized card for the membership.
- If a card is expired or declined American Trailhead LLC will make effort to contact the member for a chance to update their billing information, but if the information is not updated the membership will be canceled in accordance with the American Trailhead LLC membership policies. A penalty may be applied for cancelations.

• By accepting these terms and policies you are agreeing to not falsely file a claim with any bank or credit card company claiming unauthorized charges. If this is done you are liable for all penalties, fees and charges incurred by American Trailhead LLC as a result of these actions.

### Accuracy of Billing and Account Information

- We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## Accuracy, Completeness and Timeliness of Information

- We are not responsible if information made available on this site is not accurate, complete or current. Any reliance on the material on this site is at your own risk.
- Our online inventory changes every day. Occasionally an item may appear on the site by mistake or the item's
  description may contain a typographical error. We do not guarantee that titles, descriptions, pictures or prices on our site
  are error-free. We reserve the right to refuse any order including but not limited to orders for items with errors in the
  description or price. In the event that we cancel an order we will not charge the customer's credit card or we will refund
  the money.
- If the order is mistakenly shipped, we may advise the customer to return the item in an unopened condition and we will refund the customer. By placing an order, the customer agrees that Big Daddy Unlimited will be the final arbiter of discrepancies in the online catalog.
- This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### **Products or Services**

- Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- We have made every effort to display our products as accurately as possible. We cannot guarantee that your computer monitor's display of any color will be accurate.
- We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic
  region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of
  any products or services that we offer. All descriptions of products or product pricing are subject to change at any time
  without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any
  product or service made on this site is void where prohibited.
- We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **Optional Tools**

- We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

• We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

### **Third Part Links**

- Certain content, products, and services available via our Service may include materials from third parties.
- Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.
- We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any
  other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and
  practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or
  questions regarding third-party products should be directed to the third-party.

#### **Errors, Inaccuracies and Omissions**

- Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### **Entire Agreement**

- The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.
- These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).
- Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **Changes to Terms of Service**

- You can review the most current version of the Terms of Service at any time at this page.
- We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.