

CLICK BID HUNT TERMS OF SERVICE

Last Modified: June 1, 2019

PLEASE READ THE FOLLOWING TERMS OF SERVICE RELATING TO YOUR USE OF THIS WEBSITE CAREFULLY. BY USING THIS WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, DO NOT PROCEED ANY FURTHER AND DO NOT USE THIS WEBSITE. We reserve the right to modify these terms, in our sole discretion, at any time. All changes are effective immediately when we post them and apply to all access to and use of this Website thereafter. You are expected to check these Terms of Service periodically for changes. By using the Website after we post any changes to these Terms of Service, you agree to accept those changes, whether or not you have reviewed them. If at any time you choose not to accept these Terms of Service, please do not use the Website.

Scope of Terms of Service

Click Bid Hunt, LLC (“*Click Bid Hunt*,” “*we*” and “*us*”), owns ClickBidHunt.com (the “*Website*”), which is an online platform that enables registered users who have land to rent to connect with individuals seeking to rent such land for hunting, fishing or other outdoor recreational activities. Registered users who list properties to rent are referred to herein as “*Property Owners*.” Registered users who are seeking to place bids and rent properties for outdoor recreational activities are referred to herein as “*Hunters*.” As used herein, the term “*Services*” refers to the Website and the associated services offered or hosted by Click Bid Hunt. For purposes of these Terms of Service, “*Website*” refers to ClickBidHunt.com, any other websites and services owned or operated by Click Bid Hunt, now or in the future, any applications that we make or may make available on mobile devices now or in the future (“*Applications*”) and any and all Click Bid Hunt social media platforms from which you accessed these Terms of Service or on which you post User Content as described herein. The Website, all Click Bid Hunt applications and the Services are collectively referred to herein as the “Click Bid Hunt Platform.”

Using the Click Bid Hunt Platform

In order to access and use the Click Bid Hunt Platform or register an Account, you must be an individual at least 18 years old residing in the United States, or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the state of your organization, and able to enter into legally binding contracts. By using the Website, you represent and warrant that you are of legal age to form a binding contract with Click Bid Hunt and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any user’s identity.

The access to or use of certain areas and features of the Click Bid Hunt Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the Click Bid Hunt Platform.

To the extent that the Click Bid Hunt Platform implements any third party services or programs (e.g., online mapping services and/or third-party payment processors), your use of such third party services or programs is subject to their applicable terms of service.

Section 1. GENERAL TERMS APPLICABLE TO ALL HUNTERS, PROPERTY OWNERS AND ALL OTHER USERS OF THE WEBSITE AND THE CLICK BID HUNT PLATFORM

Acceptance of Terms of Service

These Terms of Service are entered into by and between you, as the user of this Website (“you”, “your”) and Click Bid Hunt and together with any other documents expressly incorporated by reference, (collectively, these “*Terms of Service*”), govern your access to and use of the Click Bid Hunt Platform, including any content, functionality, and services offered on or through it. These Terms of Service apply to you in your capacity as a Hunter, Property Owner or other user or visitor to the Website.

By using the Click Bid Hunt Platform, you accept and agree to be bound and abide by these Terms of Service, our Privacy Policy and any and all other agreements, documents or terms which are incorporated by reference herein (collectively referred to as the “*Agreements*”). If you do not want to agree to the Agreements, you must not access or use the Website or the Click Bid Hunt Platform.

Change to Terms of Service and Agreements

Click Bid Hunt reserves the right, at its sole discretion, to change these Terms of Service or any Agreement, in whole or in part, at any time and without prior notice to you. If we make changes to these Terms of Service or the Agreements, we will post the revised Terms of Service or the Agreements on the Website or other location on the Click Bid Hunt Platform, as applicable, and update the “Last Updated” date on the Website or other updated location. Your continued use of the Click Bid Hunt Platform shall constitute consent to any changes or updates.

Click Bid Hunt Platform

The Click Bid Hunt Platform allows Property Owners to list their land on the Website and accept bids from other registered users seeking a license to access and use such land for hunting, fishing, camping and/or other legally permitted outdoor recreational uses. Likewise, the Click Bid Hunt Platform allows registered users to review listed Properties and place bids with Property Owners for the right to access and use their Property for hunting, fishing, camping and/or other legally permitted outdoor activities available (as specified by the Property Owner) on the listing of the Property description (the “*Permitted Activities*”).

Once a Property Owner registers a user account, the Property Owner can create a listing of the Property on the Website (“*Listing*”), which requires that the Property Owner include certain

information about the listed Property, along with any particular terms and conditions that the Property Owner wants to apply with respect to any other Member's use of the Property.

Once a user registers an account and completes his or her "Hunter Profile," that individual will be able to search and review various Properties, and place bids on one or more selected Properties with the respective Property Owner(s). The Property Owner will then be able to "Accept", "Counter" or "Decline" the bid from the bidding Hunter.

You may visit our Website to view Listings or Properties without setting up an Account, however only active registered Members in good standing may bid on a Property or create a Booking.

When Hunters and Property Owners make or accept a Booking, they are entering into a contract directly with each other. Click Bid Hunt is not and does not become a party to or other participant in any contractual relationship between a Hunter and Property Owner, nor is Click Bid Hunt a real estate broker or insurer. Unless otherwise specifically stated on the Website with respect to any particular Listing, Click Bid Hunt is not acting as an agent or representative for any Hunter and Property Owner.

Account Registration

To bid on a Property, book a Property and/or create a Listing, you will need to set up an Click Bid Hunt account ("*Account*") on the Website.

Once you have registered an Account, your Account profile page will be created for your use of the Click Bid Hunt Platform based upon the personal information you provide to us. You may not have more than one (1) active Hunter Account and one (1) active Property Owner Account.

You agree to provide accurate, current and complete information during the registration process and to update any changes to such information.

Service Fees Due to Click Bid Hunt

In consideration for the use of the Click Bid Hunt Platform, and the services Click Bid Hunt provides through the Click Bid Hunt Platform, Click Bid Hunt charges a service fee (the "*Service Fee*") which is payable out of the total fees paid by a Hunter or Hunting Party (as the case may be) on a Booking of a Property (the "*Hunt Price*"). The Services Fee charged by Click Bid Hunt is equal to forty percent (40%) of the Hunt Price. By way of example, if there is a confirmed Booking on a particular Property under which the Hunter or Hunting Party (as the case may be) agrees to pay \$1,000 for the Booking of the Property, the Hunter or Hunting Party (as the case may be) would be obligated to pay \$1,000 to Click Bid Hunt through the third-party payment services linked to the Click Bid Hunt Website, and Click Bid Hunt would retained \$400 for the Service Fees and Click Bid Hunt would remit the remaining \$600 to the Property Owner.

Any applicable Service Fees (including any applicable taxes) will be displayed to the Property Owner and the Hunter upon Booking of a Property. Click Bid Hunt reserves the right to change the Service Fees at any time, and will provide Hunters and Property Owners adequate notice of

any fee changes before they become effective. Such fee changes will not affect any Bookings made prior to the effective date of the fee change.

Click Bid Hunt will deduct any Service Fees from the Hunt Price paid by the Hunter or Hunting Party (as the case may be) before remitting the payout to the Property Owner.

[Except as otherwise provided on the Click Bid Hunt Platform, Service Fees are non-refundable.]

Accessing the Website; Account Security & Termination

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including Members.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

We may suspend or terminate your Account or cease providing you with access to all or part of the Click Bid Hunt Platform at any time for any or no reason, including, but not limited to, if: (i) you have violated these Terms of Service, (ii) you have violated the terms of any agreement with another registered user, (iii) you have not used the Click Bid Hunt Platform for a prolonged period of time; or (iv) if we modify or cease operation of the Click Bid Hunt Platform. Further we may terminate your Account if you create more than one Account (other than as specified herein) or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, or incomplete.

In the event that we terminate your Account, we will make reasonable efforts to notify you by the email address associated with your Account or the next time you attempt to access your Account.

In the event that we terminate your Account, or you terminate your Account, the Terms of Service shall terminate with regard to your Account, including, without limitation, any license granted herein. Notwithstanding the termination of your Account and the termination of any license granted under these Terms of Service, all rights, obligations or remedies that accrued prior to such termination or expiration shall survive such termination.

Click Bid Hunt is Not Responsible for Acts or Omissions of Individual Property Owners, Hunters or any member of a Hunting Party

Click Bid Hunt does not make any representations about or endorse any individual Property Owner, Hunter or member of a Hunting Party, or the purported identity or background of the Property Owner, Hunter or member of a Hunting Party. Click Bid Hunt is not responsible for the acts or omissions of any individual Property Owner, Hunter or member of a Hunting Party. By using the Click Bid Hunt Platform, you agree that you will not assert any claims against Click Bid Hunt based on the actions or omissions of any Property Owner, Hunter or member of a Hunting Party.

Legal Compliance & Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to (i) your use of the Website and the Click Bid Hunt Platform, (ii) your listing of any Property as a Property Owner, (iii) your bidding on any Property, and/or (iv) your access and use of (and any activities on) a Property.

You agree that you will use the Website and the Click Bid Hunt Platform only for lawful purposes and in accordance with these Terms of Service. You agree that you will not use the Website or Click Bid Hunt Platform: (i) in any way that violates any applicable federal, state, or local law or regulation; or (ii) to engage in any other conduct that violates the rights of Click Bid Hunt or any third party.

Additionally, you agree not to: (a) use the Website in any manner that could disable, overburden, damage, or impair it; (b) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (c) use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent; (d) use any device, software, or routine that interferes with the proper working of the Website; (e) introduce any viruses, Trojan horses, worms, or other material that is malicious or technologically harmful; (f) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website; or (g) otherwise attempt to interfere with the proper working of the Website.

You acknowledge that Click Bid Hunt has no obligation to monitor your access to or use of the Website or the Click Bid Hunt Platform or to review or edit any content you submit, but has the right to do so for the purpose of operating and improving the Click Bid Hunt Platform (including

without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms of Service, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms of Service. Click Bid Hunt reserves the right, at any time and without prior notice, to remove or disable access to any submissions, postings, or user content that Click Bid Hunt, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms of Service or otherwise harmful to the Click Bid Hunt Platform or the Website.

Intellectual Property Ownership and Rights

The Website and its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States copyright, trademark, trade secret, and other intellectual property or proprietary rights laws. The Click Bid Hunt name and the Click Bid Hunt logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Click Bid Hunt, LLC or its affiliates or licensors. You must not use such marks without the prior written permission of Click Bid Hunt, LLC. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

User Content

Click Bid Hunt may, in its sole discretion, permit you to post, upload, publish, submit or transmit content, such as text, photos, or other materials and information (“User Content”) on the Click Bid Hunt Platform. By making available any User Content on or through the Click Bid Hunt Platform, you hereby grant to Click Bid Hunt a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content to use or further the use of the Click Bid Hunt Platform. You acknowledge and agree that you are solely responsible for all User Content that you make available through the Click Bid Hunt Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Click Bid Hunt Platform or (ii) you have all rights, licenses, consents and releases that are necessary to grant to Click Bid Hunt the rights in such User Content, as contemplated under these Term of Service; and (iii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Click Bid Hunt’s use of the User Content (or any portion thereof) on, through or by means of the Click Bid Hunt Platform will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Copyright Infringement

If you believe that any content posted to the Website by Click Bid Hunt or any other user of the Website violates your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement. It is the policy of Click Bid Hunt to terminate the user accounts of repeat infringers.

Acknowledgments of each User of the Click Bid Hunt Platform:

If you choose to use the Click Bid Hunt Platform, you do so voluntarily and at your sole risk. The Click Bid Hunt Platform is provided “as is”, without warranty of any kind, either express or implied.

You agree that activities conducted on Properties, including but not limited to hunting, fishing, camping, hiking and any other activities permitted by Property Owners may carry inherent risk, and by participating in such activities, you choose to assume those risks voluntarily. If you are bringing a minor as a member of your Hunting Party, you are solely responsible for the supervision of that minor at all times while when they are present on a Property booked through the Click Bid Hunt Platform, and to the maximum extent permitted by law, you agree to indemnify, defend, release and hold harmless Click Bid Hunt from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor on any such Property or in any way related to your activities on an particular Property.

Disclaimers

IF YOU CHOOSE TO USE THE CLICK BID HUNT PLATFORM, WHETHER AS A HUNTER OR PROPERTY OWNER, YOU DO SO AT YOUR SOLE RISK. EXCEPT AS PROVIDED IN THESE TERMS OF SERVICE, EACH HUNTER OR PROPERTY OWNER IS SOLELY LIABLE FOR HIS/HER USE OF THE CLICK BID HUNT PLATFORM. THE CLICK BID HUNT PLATFORM IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CLICK BID HUNT EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CLICK BID HUNT MAKES NO WARRANTY THAT THE CLICK BID HUNT PLATFORM OR ANY INFORMATION PROVIDED ON OR THROUGH THE CLICK BID HUNT PLATFORM BY ANY MEMBER, INCLUDING, BUT NOT LIMITED TO THE PROPERTIES OR LISTINGS, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. CLICK BID HUNT MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, PROPERTIES OR THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION PROVIDED ON OR THROUGH THE CLICK BID HUNT PLATFORM BY ANY MEMBER. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE CLICK BID HUNT PLATFORM, INCLUDING WITHOUT LIMITATION HUNTERS AND PROPERTY OWNERS, AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE CLICK BID HUNT PLATFORM. YOU UNDERSTAND THAT CLICK BID HUNT DOES NOT MAKE ANY ATTEMPT TO

VERIFY THE STATEMENTS OF MEMBERS OR TO REVIEW OR VISIT ANY PROPERTY. CLICK BID HUNT EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY PROPERTY OWNER, HUNTER, MEMBER OR OTHER THIRD PARTY.

Limitation of Liability

YOU EXPRESSLY AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE CLICK BID HUNT PLATFORM, CLICK BID HUNT CONTENT, YOUR LISTING OR BOOKING OF ANY PROPERTY VIA THE CLICK BID HUNT PLATFORM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF THE CLICK BID HUNT PLATFORM WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER CLICK BID HUNT NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE CLICK BID HUNT PLATFORM SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE, FROM THE USE OF OR INABILITY TO USE THE CLICK BID HUNT PLATFORM, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE CLICK BID HUNT PLATFORM OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE CLICK BID HUNT PLATFORM, OR BOOKING OF ANY PROPERTY VIA THE CLICK BID HUNT PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CLICK BID HUNT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL CLICK BID HUNT'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE AND YOUR USE OF THE CLICK BID HUNT PLATFORM INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY PROPERTY VIA THE CLICK BID HUNT PLATFORM, OR FROM THE USE OF OR INABILITY TO USE THE CLICK BID HUNT PLATFORM, EXCEED THE AMOUNTS YOU HAVE PAID TO CLICK BID HUNT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE TO CLICK BID HUNT, AS APPLICABLE. THE LIMITATIONS OF LIABILITY AND DAMAGES SET FORTH ABOVE ARE THE BASIS OF THE BARGAIN BETWEEN CLICK BID HUNT AND YOU. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Release of Click Bid Hunt; Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD CLICK BID HUNT AND ITS MEMBERS, MANAGERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S

FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR ACCESS TO OR USE OF THE WEBSITE, CLICK BID HUNT PLATFORM, OR YOUR VIOLATION OF THESE TERMS OF SERVICE; (B) YOUR (I) INTERACTION WITH ANY MEMBER, HUNTER OR PROPERTY OWNER, OR USER OF THE CLICK BID HUNT PLATFORM, (II) LISTING OF A PROPERTY, OR (III) BOOKING OF A PROPERTY; AND/OR (D) THE USE, CONDITION OR RENTAL OF A PROPERTY BY YOU (EITHER AS A PROPERTY OWNER OR A HUNTER), INCLUDING BUT NOT LIMITED TO ANY INJURIES, LOSSES, OR DAMAGES (COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE) OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF A LISTING, BOOKING, RENTAL OR USE OF A PROPERTY.

General Provisions

The owner of the Website is based in the Commonwealth of Kentucky in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms of Service constitute the entire Agreement between Click Bid Hunt and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Click Bid Hunt and you in relation to the access to and use of the Click Bid Hunt Platform.

No joint venture, partnership, employment, or agency relationship exists between you and Click Bid Hunt as a result of this Agreement or your use of the Click Bid Hunt Platform.

If any provision of these Terms of Service is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

Click Bid Hunt's failure to enforce any right or provision in these Terms of Service will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without Click Bid Hunt's prior written consent. Any attempt by you to assign or transfer these Terms of Service or your obligations hereunder, without such consent, will be null and of no effect. Click Bid Hunt may assign or transfer these Terms of Service, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms of Service, will be in writing and given by Click Bid Hunt (i) via

email (in each case to the address that you provide) or (ii) by posting to the Website. For notices made by e-mail, the date of sending will be deemed the date on which such notice is transmitted.

All matters relating to the Click Bid Hunt Platform and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Click Bid Hunt Platform shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Kentucky, in each case located in the County of Kenton. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Jury Trial Waiver.

YOU AND CLICK BID HUNT ACKNOWLEDGE AND AGREE THAT EACH ARE HEREBY WAIVING THE RIGHT TO A TRIAL BY JURY AS TO ALL DISPUTES ARISING FROM OR RELATED TO THESE TERMS OF SERVICE OR THE CLICK BID HUNT PLATFORM.

Section 2. TERMS SPECIFIC TO HUNTERS

Bidding on and Booking Properties

When you bid on any particular Property on the Click Bid Hunt Website, you will be bidding under your name and through your Hunter Account. You will be required to enter the number of other hunters that will be in your prospective hunting party (your “*Hunting Party*”), and you will be required to provide the first and last name of each hunter in your Hunting Party. If a Booking is completed with a Property Owner for a particular Property, the Booking confirmation will list all members of the Hunting Party for that particular Booking, and only those individuals shall be permitted to join the Hunter who booked the Property during the time period covered by that particular Booking, and all members of that Hunting Party shall be responsible for compliance with the Terms of Service and the applicable Property Rules and Regulations. The Member who books the property on behalf of his or her Hunting Party shall be responsible for the conduct of all members of his or her Hunting Party, and shall ensure that all members of the Hunting Party comply with the Terms of Service and applicable Property Rules and Regulations.

In order to complete a Bid on a Property on the Click Bid Hunt Website, in addition to listing the names of all members of your Hunting Party, you must also designate:

- the Bid Price;
- the Start Hunt Date;

- the number of days that you want the Booking to last (which will include the Start Hunt Date, plus the number of consecutive days thereafter that will be included in your Booking);
- the Hunt Type (i.e., archery or firearm);
- the Game Species that you plan to pursue; and
- any Additional Requests (which may be requested or specified on the Website when making a Bid).

In order to Bid on a Property through the Click Bid Hunt Platform, you must confirm your agreement to these Terms of Service and acknowledge your agreement to these Click Bid Hunt Terms of Service. You will not be able to complete a bid, or enter into a Booking for a Property without having confirmed your agreement to these Terms of Service.

Once your Bid is completed, it will be sent through the Click Bid Hunt Platform to the Property Owner for that particular Property. That Property Owner will then have the option to Accept your Bid, Counter your Bid, or Decline your Bid. You will be notified when the Property Owner makes his or her election. The Property Owner may, but is not required to, (i) designate a period of time in which the bidding will be open for any particular Property, and/or (ii) designate a period of time within which the Property Owner make his or her election to Accept, Counter or Decline. In the event that the Property Owner does not respond within the designated time period set forth in the Listing of the Property, the Bid shall be deemed to have been Declined by the Property Owner.

If a Bid is Accepted by the Property Owner, a Booking Confirmation form will be emailed to the Bidding Hunter and to the Property Owner, which will contain a summary of the relevant terms of the Booking (the "*Booking Terms*"), along with the applicable Property Rules and Regulations.

Each party will be required to acknowledge the Booking Confirmation within twenty-four (24) hours. Upon confirmation of the Booking, the Hunting Party will be required to submit payment for twenty-five percent (25%) of the Hunt Price to Click Bid Hunt with its Booking Confirmation, which will be a non-refundable deposit (the "*Non-Refundable Deposit*"), and upon Click Bid Hunt's receipt of the Non-Refundable Deposit from the Hunting Party and the Booking Confirmation from both the Hunting Party and the Property Owner, Click Bid Hunt will generate and issue a Booking Confirmation Number, which will be emailed to the parties. Thereupon, the Booking shall be deemed to be completed. The balance of the Hunt Price shall be due and payable from the Hunting Party to Click Bid Hunt seven (7) calendar days prior to the first day of the Booking Period.

The Bidding Hunter and all members of his or her Hunting Party shall be responsible for honoring their respective obligations under the Booking Terms and for complying with the applicable Property Rules and Regulations. Click Bid Hunt assumes no liability for any third-party Property Owner or for any member of any Hunting Party.

Click Bid Hunt's Use of Third-Party Payment Service Providers

All payments made for Properties booked through the Click Bid Hunt Platform must be made through Click Bid Hunt's authorized third-party payment service providers (which currently includes PayPal). Payments made by Hunters over the Click Bid Hunt Platform are made through secure third-party payment service providers. Click Bid Hunt does not store customer credit card information, debit card information, expiration dates, routing and bank account numbers or other payment method information in Click Bid Hunt's systems.

Your access to or use of certain third-party payment services offered through the Click Bid Hunt Platform (such as PayPal) may be subject to, or require you to accept, additional terms and conditions.

Cancellations and Refunds for Bookings

The cancellation terms for any particular Property may be set forth in the Property Listing or in the Booking Terms, in which case, those cancellation terms shall apply to the Property Owner and all members of a Hunting Party who Book that particular Property. In the event that the Booking Terms do not contain a cancellation policy or other cancellation terms, the standard cancellation policy set forth below shall apply with respect to any Booking on the Click Bid Hunt Platform.

Standard Cancellation Policy (which shall apply to all Bookings, except as otherwise provided in the Booking Terms for a particular Property):

Cancellation by Property Owner: If a Property Owner cancels a confirmed Booking, the Hunter (or the members of the Hunting Party, as the case may be) shall be entitled to a full refund of the Hunt Price paid for such Booking. If a Property Owner cancels a confirmed Booking, the Property Owner or Click Bid Hunt will contact the Hunter (and the Hunter shall be responsible for contacting any and all members of his or her Hunting Party to notify them of the cancellation). In the event of any such cancellation by the Property Owner, Click Bid Hunt's sole obligation shall be to refund the portion of the Hunt Price which was paid by the Hunter and which is still held by Click Bid Hunt (i.e., the fee paid, less any amount thereof which is remitted to the Property Owner). To the extent that any portion of the Hunt Price has been remitted to the Property Owner, the Property Owner shall be liable for returning that portion of the Hunt Price to the Hunter.

Cancellation by Hunter: A Hunter may cancel a Booking by contacting Click Bid Hunt at least seven (7) days before the first day of the Booking Period. In the event of a Hunter cancellation at least seven (7) days before the first day of the Booking Period, the Hunter's Non-Refundable Deposit shall be forfeited, but any amount of the remaining amount of the Hunt Price which has been paid by the Hunter shall be refunded to the Hunter. A Booking is not cancellable by a Hunter after the seventh (7th) day prior to the first day of the Booking Period. Unless otherwise agreed by Click Bid Hunt and the Property Owner (in their sole discretion), no refunds will be provided to Hunters who seek to cancel a Booking less than seven (7) days prior to the first day of the Booking Period.

Booking Modifications

In the event that the terms of any Booking are modified, the Hunter and Property Owner shall be obligated to pay any applicable fees associated with such Booking Modifications to Click Bid Hunt, including any additional Service Fees due to Click Bid Hunt.

Hunter Code of Conduct; Property Rules & Regulations

The following rules and regulations apply to any Hunter who uses the Click Bid Hunt Platform, and to all members of his or her Hunting Party:

- All Hunters and members of their Hunting Party must respect the rights of the Property Owner, and are required to follow and comply with all applicable Property Rules and Regulations;
- All Hunters and members of their Hunting Party must have all required hunting/fishing licenses and permits for the activities they are engaging in on the Property, and must comply with all applicable state, federal or local laws, regulations, permitting or licensing requirements, and any and all other rules pertaining to activity on the Property. This includes, without limitation, all rules and regulations of the governing state agency overseeing hunting, fishing and trapping (e.g., the Kentucky Department of Fish and Wildlife, the Ohio Division of Natural Resources, and the Indiana Department of Natural Resources).
- At all times while on a Property, Hunters and all members of their Hunting Party must carry a copy of the Booking Confirmation for said Property, which shall serve as evidence of the written permission of the Property Owner for the hunting, fishing and/or trapping activities of all those in the Hunting Party.
- Hunters and all members of their Hunting Party shall be responsible for any damage they do to any Property, and for any damage, liability or losses they cause to any Property Owner or Click Bid Hunt. Hunters and those in their Hunting Party shall not damage any fences, buildings, structure or other property, and shall not litter the area or leave any waste or refuse on the Property.
- Hunters acknowledge and agree that a confirmed Booking is merely a license granted by the Property Owner to the Hunter to enter and use the Property for the term of the Booking only and in accordance with the Booking Terms. If a Hunter enters a Property outside the dates and times designated in either the Booking Terms or in the Property Rules and Regulations, or otherwise remains on the Property without the Property Owner's consent, they may be considered to be trespassing on Property Owner's property.
- Hunters and all members of their Hunting Party follow all reasonable and appropriate safety practices for the activities they are engaged in, including without limitation, following all manufacturer's recommendations in the use of firearms, archery equipment, tree-stands and blinds, all-terrain vehicles and/or any other such equipment or items that

may be used on a Property. This includes the use of safety harnesses while using tree-stands, and wearing hunter-orange whenever required by state law or regulation.

- Hunters and all members of their Hunting Party must follow and comply with the applicable Property Rules and Regulations for any Property booked through Click Bid Hunt.

Section 3. TERMS SPECIFIC TO PROPERTY OWNERS

Listing Property on Click Bid Hunt; Accepting Bids; Booking

Registered users who establish “Property Owner” Accounts with Click Bid Hunt may create Listings on the Website.

When creating a Listing through the Click Bid Hunt Platform, you must complete the “Add New Property” intake form on the Website, and provide all information required to be provided in the “mandatory fields” (including the property address and the number of acres). You must also answer “Yes” or “No” for the various listed features of the Property and activities (which will either be permitted, or prohibited, depending upon your selections on the property-intake form). If there are any additional restrictions and requirements that you want to apply to any use of the Property (such as minimum age requirements), you must include that in the “Notes” fill-in space. All maps, pictures and others depictions of the Property or its features used in your Listings must accurately reflect the quality and condition of your Property. You are responsible for keeping your Listing information accurate and up-to-date at all times.

After a Property is Listed, registered users with “Hunter” accounts may place “bids” on your listed Property(ies). Once a bid is placed, you as the Property Owner have the opportunity to “Accept” the bid, “Decline” the bid, or to “Counter” the Hunter’s bid with alternative terms.

If a Bid is Accepted by the Property Owner, a Booking Confirmation form will be emailed to the Bidding Hunter and to the Property Owner, which will contain a summary of the relevant terms of the Booking (the “*Booking Terms*”), along with the applicable Property Rules and Regulations.

Each party will be required to acknowledge the Booking Confirmation within twenty-four (24) hours. The Hunting Party will be required to submit payment of the Non-Refundable Deposit (i.e., 25% of the Hunt Price) to Click Bid Hunt with its Booking Confirmation, and upon Click Bid Hunt’s receipt of the Non-Refundable Deposit and the Booking Confirmation from the Hunting Party and the Booking Confirmation from the Property Owner, Click Bid Hunt will generate and issue a Booking Confirmation Number, which will be emailed to the parties. Thereupon, the Booking shall be deemed to be completed.

The Property Owner shall be responsible for honoring his/her/its obligations under the Booking Terms. Click Bid Hunt assumes no liability for any third-party Property Owner or for any member of any Hunting Party.

Unless other cancellation terms for any particular Property are set forth in the Booking Terms, the terms of the Standard Cancellation Policy set forth in these Terms of Service shall apply to

the Property Owner and to all Property Bookings. To the extent that any portion of the Hunt Price is remitted to a Property Owner by Click Bid Hunt, and the Property Owner cancels the Booking, the Property Owner shall be responsible for refunding the amount received to the Hunter.

Removal of a Listing

Property Owners can remove or delete a Listing at any time or can contact Click Bid Hunt to do so. Upon deactivation or removal, any images of the Property or Listing information shall also be removed.

Representations and Warranties of Property Owners with respect to Listings and Listed Properties

By registering as a Property Owner on the Click Bid Hunt Platform and creating a Listing, you represent and warrant that:

- a. You have the legal authority to list the Property on the Click Bid Hunt Platform, and to enter into a Booking of the Property with a Hunter.
- b. Any Booking of a Property that you agree to will not breach any agreements you have entered into with any third parties, such as lease or rental agreements.
- c. You have authority to grant permissions and rights to individuals hunt, fish and engaged in other outdoor recreational activities covered in the Booking Terms.

Property Owner Agents Representatives

Property Owners must notify Click Bid Hunt if they engage any agent or representation to handle management of Bookings, meeting with Hunters at the Property, management of the Properties, or any other matters relating to the Listing or Booking of a Property, or any Hunter's use thereof. If a Property Owner has notified Click Bid Hunt that he/she has an agent or representative acting on behalf of the Property Owner, Click Bid Hunt shall be authorized to contact and deal with such agent or representative regarding the Property, the Listing or any Booking.