

UNDERGOD INDUSTRIES LLC

1. I am 21 years of age or older.
2. I understand that THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC is NEVER involved in transactions between parties and DOES NOT certify, investigate, or in any way guarantee the legal capacity of any party to transact.
3. I am responsible for obeying all applicable enforcement mechanisms, including, but not limited to federal, state, municipal, and tribal statutes, rules, regulations, ordinances, and judicial decisions, all applicable Presidential Executive Orders, including compliance with all applicable licensing requirements.
4. I acknowledge using The Republic App/ UnderGod Industries LLC for any purpose contrary to any applicable federal, state, municipal or tribal laws, or regulations, constitutes using The Republic App/ UnderGod Industries LLC for an "illegal purpose." I agree that I will not use The Republic App/ UnderGod Industries LLC for any illegal purpose. I also acknowledge and agree that I am not authorized to access the website for any illegal purpose whatsoever and that doing so may constitute accessing a computer without authorization.
5. If I am at all unsure about firearm sales or transfers, I will contact the Bureau of Alcohol, Tobacco, Firearms, and Explosive at 1-800-ATF-GUNS and visit the ATF website at www.atf.gov.
6. I will help to ensure the overall openness and accessibility of the site to all users through a peer-review process. I understand that failure to adhere to proper internet protocol and etiquette may result in removal of my listings or more severe corrective action.
7. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC may edit or remove information, including my listings, from the site without notice.
8. If I violate these terms, THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC may permanently remove me from the site or, depending on the nature and severity of the violation, avail itself of such remedies as are prescribed by law. Whilst THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC ABSOLUTELY BELIEVES AND CHAMPIONS "the right of the people to keep and bear Arms," THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC will comply with federal, state, municipal, and tribal law enforcement entities pursuant to the Constitution of the United States and Due Process of Law.
9. I agree to abide by the spam and listing policies. I may only have one account and may only list an item once, in the correct category, and in my physical location.
10. I understand that the sale or trade of animals on The Republic App/ UnderGod Industries LLC is prohibited.
11. I take responsibility for my actions whilst using The Republic App/ UnderGod Industries LLC. I also take responsibility for any and all of my actions related to, or resulting from, my use of The Republic App/ UnderGod Industries LLC. Further, I am solely responsible for any and all consequences of such my actions. Collecting data from The Republic App/ UnderGod Industries LLC and re-publishing it without express written permission from The Republic App/ UnderGod Industries LLC is strictly prohibited.
12. I indemnify and hold harmless THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC and all of its owners, directors, officers, employees, and agents for any and all

loss, harm, damage, costs, liability, and expense caused to them, whether intentionally or unintentionally, by my use of The Republic App/ UnderGod Industries LLC, including but not limited to direct or indirect results of violations of any and all applicable laws.

13. While browsing The Republic App/ UnderGod Industries LLC remains free, you now must create a Premium Personal Account to create listings or send messages. This is slightly different than how The Republic App/ UnderGod Industries LLC worked in the past.
14. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC may make changes to these terms at any time without notifying me. As a user, I am solely responsible for reading the most current version of the terms and conditions.
15. By clicking "Accept," ("I agree"), I electronically represent ("sign") that I agree to each and every enumerated term above and further certify that I have read, and completely agree, to be legally bound by the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC Terms of Use

NOTE: The Republic App/ UnderGod Industries LLC uses separate pages for User Terms of Use and Dealer Terms of Use (located in "Dealer Portal")

1. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC Online Marketplace.

THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC has developed and operates an online marketplace at the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace for the sale of Guns (as defined below), ammunition, optics, magazines and certain other products and accessories (collectively, "Products") to Buyers where legally permissible in the United States of America, but excluding U.S. territories, a network of authorized FFL Dealers (as defined below) who are licensed to transfer Guns and have agreed with THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC, among other things, to list and make their inventory available for sale through the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace.

Each such FFL Dealer who participates as a member of the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC network of authorized dealers is referred to in these Terms of Use as a "Dealer". Each Dealers' participation in the network of dealers authorized by THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC is subject to the terms and conditions of THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC's Network Dealer Terms of Use. In order for a Gun to be transferred to a Buyer, the transfer must be completed by a firearms dealer who holds a valid Federal Firearms License (an "FFL Dealer") (which FFL Dealer may or may not be a member of the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC authorized network of Dealers), and the transfer must be affected in accordance with all applicable Laws.

The term "Buyer" as used herein means any natural person who both accesses and uses the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace and is a potential or actual purchaser of a Product from the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace. The term "Gun" means a firearm as defined in 18 United States Code Section 921(a).

2. Purchase and Sale of Products.

You agree that any order you place on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace is an offer to buy all Products listed in your order, subject to these Terms of Use. All orders are subject to acceptance by THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC and THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC is under no obligation to accept any order or otherwise sell the Products to you. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC may choose, at its sole discretion, not to accept orders, even after we send you a confirmation email with your order number and details of the items you have ordered. NO SALE OF A GUN IS COMPLETE UNTIL THE GUN HAS BEEN TRANSFERRED BY AN FFL DEALER TO THE PURCHASER IN ACCORDANCE WITH APPLICABLE LAW AND ALL APPLICABLE REQUIREMENTS OF THESE TERMS OF USE HAVE BEEN SATISFIED. If the FFL Dealer is unable to transfer a Gun to a Buyer in accordance with applicable Law, see Section 5(i) below.

THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC will use commercially reasonable efforts to verify the availability of requested Products in a timely manner. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC tries to maintain an accurate listing of inventory available but is ultimately dependent upon its network of suppliers and Dealers to provide accurate inventory availability information.

Buyers are responsible for reading the complete Product description prior to placing an order, especially regarding the condition of used Guns. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC attempts to ensure Product descriptions and prices are as accurate as possible. However, it is the Dealer's responsibility to provide accurate descriptions, specifications, pricing, images, and inventory status for all Dealer's used Products listed on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace, and THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC does not warrant that any Product description or other content is accurate, complete, reliable, current or error free. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC reminds the Buyer to verify all Guns before leaving the Dealer.

Not all Products are available in all areas due to federal, state, or local Laws. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC and its Dealers reserve the right to limit Product quantities. For new Products many of our pictures are stock

photos provided to us by the manufacturer and do not necessarily represent the actual item being purchased. Please verify the Product by the title and description in the listing and don't rely on the photos alone.

Your purchase and receipt of all Products is subject to compliance with all federal, state and local laws, statutes, ordinances, rules and regulations ("Laws"). By proceeding with the purchase of any Products offered on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace, the Buyer certifies: (i) the Buyer has reviewed all applicable Laws related to the use, possession, purchase and/or ownership of the Products; (ii) the Buyer is legally permitted to use, possess, purchase and/or own the Products; and (iii) the Buyer does not intend to transfer any Products in violation of any applicable Laws. BUYER IS RESPONSIBLE FOR COMPLYING WITH ALL LAWS APPLICABLE TO THE ORDER, SHIPMENT, DELIVERY, SALE, TRANSFER, POSSESSION AND USE OF ALL PRODUCTS ORDERED BY BUYER, INCLUDING, WITHOUT LIMITATION, GUNS, AMMUNITION AND ANY OTHER PRODUCTS RESTRICTED BY LAW.

You are solely responsible for your any activity on your account for keeping your password secure.

3. Prices and Payment Terms

All prices on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace are quoted in US currency. All prices, discounts, and promotions posted on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace are subject to change without notice. The price charged for a Product or service will be the price in effect at the time the order is placed and will be set out in the Buyer's order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in the shopping cart and in the order confirmation email.

Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept the methods of payment identified during the checkout process on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace. Each Buyer represents and warrants that (i) the credit card or other payment information he or she supplies to us is true, correct and complete, (ii) such Buyer is duly authorized to use such credit card or payment method for the purchase, (iii) charges incurred by such Buyer will be honored by his or her credit card company or payment method processor, and (iv) such Buyer will pay charges incurred by him or her at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace at the time of the order.

Products will only be delivered to the owner of the credit card or the account holder of the payment method used to make the purchase without exception.

4. Shipments; Delivery.

You represent and warrant to THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC that all Products you order through the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace may be shipped, delivered, sold and transferred to you and possessed by you in the jurisdiction you specify for delivery in accordance with all Laws. You are responsible for complying with all applicable Laws, including all local laws, ordinances, rules and regulations.

The Dealer will arrange for shipment of ordered Guns to a Dealer near you, or if you prefer, another FFL Dealer in your area as you direct. Please check the individual product page for specific delivery options. Buyer will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of the order.

Shipping and delivery dates are estimates only and cannot be guaranteed. The Republic App/ UnderGod Industries LLC is not liable for any delays in shipments. Bulk orders may be charged an added fee based on the shipping policy in place at the time of order. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC does not ship to PO Boxes, Alaska, Hawaii, Puerto Rico, or APO/FPO addresses.

5. Returns and Refunds.

Returns and Refunds will be handled directly by the Dealer. If you have questions about this Policy, please contact the Dealer via the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace.

6. Disclaimers.

If used improperly, Guns can be dangerous. If you order a Gun through the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace, you agree to follow all manufacturer safety instructions and to use any such Gun in a safe manner, in an approved area, and solely for legal purposes.

THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC does not manufacture any of the Products offered on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace. The availability of Products or services through the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace does not indicate an affiliation with or endorsement of any Product, service, manufacturer or Dealer. Accordingly, THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC does not provide any warranties with respect to the Products or services offered on

the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace. However, some Products offered on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace are covered by the manufacturer's warranty as detailed in the Product's description on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace and included with the Product. To obtain warranty service for defective Products, please follow the instructions included in the manufacturer's warranty.

THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC assumes no, and Buyer hereby releases THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC from any, responsibility for Product defects or malfunctions or for physical injury or property damage, whether resulting in whole or in part from criminal or negligent use of a Product, improper or careless handling, unauthorized modifications, use of defective, improper hand-loaded, reloaded or remanufactured ammunition, Buyer abuse or neglect of the Product or other influences beyond THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC's direct and immediate control, or otherwise.

You affirm that THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC shall not be liable, under any circumstances, for any breach of warranty claims or for any damages arising out of the manufacturer's failure to honor its warranty obligations to you.

You understand that handling, cleaning or discharging a Gun, ammunition or ammunition components may cause exposure to lead, and you hereby hold THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC harmless from and assume all responsibility and liability for any lead exposure.

THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCTS OR THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC ONLINE MARKETPLACE, WHICH ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC DISCLAIMS ALL WARRANTIES RELATING TO THE PRODUCTS, THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC ONLINE MARKETPLACE OR THE USE THEREOF, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, SAFETY OR NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

7. Your Representations and Warranties to THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC.

You represent and warrant to THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC that: (i) you have the legal power and capacity to enter into these Terms of

Use and perform all of your obligations and responsibilities hereunder, including being of the requisite age required by Law to complete any purchase of a Product hereunder, (ii) these Terms of Use constitute a valid and binding agreement, enforceable against you in accordance with their terms, (iii) you will not violate any Laws in connection with your use of the "THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC" online marketplace or purchase of Products, and (iv) you will not interfere with or disrupt, or attempt to interfere with or disrupt, the "THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC" online marketplace.

If you are ordering a Gun or other Product restricted by Law, you further represent and warrant that: (i) you are not prohibited by Law from receiving or possessing Guns or any other Product you order that is restricted by Law, (ii) you are the actual transferee/purchaser of the Gun or other restricted Product you order and you are not ordering or acquiring such Gun or restricted Product on behalf of any other person, (iii) you assume all responsibility for the legality of any Gun or other restricted Product you order or receive and (iv) all information and documentation provided by you during the ordering and sale process and at the point of transfer, including, without limitation, all information provided by you on ATF Form 4473 or any other legally required documents or forms, is true, complete and accurate in all respects.

You represent and warrant that you are buying Products or services from the "THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC" online marketplace for your own personal use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to permissible locations within the USA. By ordering any Products from the "THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC" online marketplace, you certify that you, or third parties at your direction, will not sell, transport, ship or transfer outside the borders of the USA or to any "foreign person," any Products which are export restricted by United States export-control laws and regulations, without proper United States government export authorization, licensing and documentation. It is your responsibility to determine whether any Product is subject to export restrictions. "Foreign person" has the meaning provided in 22 Code of Federal Regulations Section 120.16.

8. Term and Termination.

Term. When you accept these Terms of Use (whether by clicking "I Accept," by participating as a User of the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace or otherwise indicating your assent to these Terms of Use), you are subject to and will be bound by these Terms of Use until such time as your participation as a User of the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace ends.

Termination. You may terminate your account with THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC at any time from your account settings. Similarly, THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC may suspend or terminate your account and your access to the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace any time and for any reason, without advance notice. You do not have a contractual right to continue using the services offered through the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace.

Survival. These Terms of Use will remain in effect even after your account is terminated or your use of the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace ends.

Privacy. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC respects your privacy and is committed to protecting it. The THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC [Privacy Policy](#), governs the processing of all personal data collected in connection with the use of the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace.

Intellectual Property. All intellectual property rights and other rights relating to the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace and the trademarks and service marks of THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC (the "THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC Marks") will at all times be the exclusive property of THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC or its licensors, and all use of such rights will accrue to the benefit of THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC. User will not challenge THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC's title to such intellectual property, including, without limitation, the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC Marks, oppose any registration thereof, or challenge the validity of these Terms of Use. Furthermore, User will not register, nor attempt to register, any trade name, trademark, service mark, design or domain name which, in whole or in part, incorporates or is confusingly similar to the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC Marks, without the prior written consent of THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC. User acknowledges and agrees that, as between THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC and User, THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC owns all Buyer information collected through the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace. Nothing contained in these Terms of Use will constitute or be construed as a transfer of ownership of any of the intellectual property rights of THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC or its licensors or to otherwise give User any proprietary rights to any of the intellectual property rights of THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC or its licensors. User grants THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC an irrevocable, perpetual, worldwide,

royalty-free right and license to use information or content User supplies to THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC.

Acceptable Use and Restrictions. You agree to protect the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace and its proprietary content, information and other materials, from unauthorized access or use, and you agree that you will not use the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace or such proprietary content, information or other materials except as expressly permitted herein or expressly authorized in writing by THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC. You agree that: (a) you will not use the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace if you are not fully able and legally competent to agree to these Terms of Use; (b) you will only use the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace for lawful purposes and you will not use the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace for sending or storing any unlawful material or for fraudulent purposes or to engage in any illegal, offensive, indecent or objectionable conduct or to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party; (c) you will not use the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace to send "spam"; (d) you will not use the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace to cause nuisance, annoyance or inconvenience; (e) you will not impair the proper operation of the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace network; (f) you will not try to harm the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace in any way whatsoever; (g) you will not copy, reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace, any updates, or any part thereof or content therein without written permission from THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC; (h) Users who are not Dealers will only use the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace for their own use, not for commercial use; (i) you will not distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share or otherwise exploit the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace in any unauthorized manner, including but not limited to by trespass or burdening network capacity, or use the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace in any service bureau arrangement; (j) you will not attempt to obtain any information or content from the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace using any robot, spider, scraper or other automated means for any purpose; (k) you will keep secure and confidential your account password or any identification we provide you which allows access to the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace or your account thereon; (l) you will only use an access point or data account which you are authorized to use; (m) you will provide whatever proof of identity and age reasonably requested by THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC or any transferring FFL Dealer; and (n) you will not permit any

third party to engage in any of the acts prohibited above. You understand and agree that you are not permitted to: (i) remove or alter any copyright or other proprietary rights' notice or restrictive rights legend contained or included in the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace; (ii) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the App, Website, any updates to or portion of the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace (except as and only to the extent any foregoing restriction is prohibited by applicable Law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace); (iii) use any means to discover the source code of the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace and software or to discover the trade secrets in the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace or software; or (iv) otherwise circumvent any functionality that controls access to or otherwise protects the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace. Any attempt to do any of the foregoing is a violation of these Terms of Use and the rights of THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC and its licensors. If you breach these restrictions, you may be subject to prosecution and damages.

9. Notice and Procedure for Making Claims of Copyright Infringement.

THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC respects the copyright of others, and we ask our Users to do the same. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC may, in appropriate circumstances and at its discretion, disable and/or terminate the access of Users who may be repeat infringers. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC's copyright agent the following information in writing using the contact information set forth below: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim is infringing and where such material is located on the site so that we may locate such work; (iv) your contact information, such as your email address, telephone number, and /or mailing address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe that your content that has been removed from the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content on the THE REPUBLIC

APP/ UNDERGOD INDUSTRIES LLC online marketplace, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth below: (i) your physical or electronic signature; (ii) a description of the content that has been removed and the location at which the content appeared before it was removed; (iii) a statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and (iv) your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court for the judicial district in which your permanent address is, or, if your permanent address is outside the United States, for any judicial district in which THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC is located and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC copyright agent, THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC's discretion) be reinstated on the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace in 10 to 14 business days or more after receipt of the counter-notice.

THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC's agent for notice of claims of copyright infringement can be reached as follows:

THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC, LLC
Attn.: Copyright,
961 N Ricardo Circle
Mesa, AZ 85205

Indemnification.

User will indemnify, defend, and hold THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC and its affiliates and each of their respective owners, managers, directors, officers, employees and agents (collectively, the "Indemnified Parties") harmless against any and all damages, liabilities, losses, fines, penalties, assessments, judgments awards, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by the Indemnified Parties in connection with any suit, action, claim, investigation or proceeding brought by a third party (including, without limitation, any governmental authority) arising out of or in connection with: (i) User's failure to comply with applicable Laws, (ii) User's breach of these Terms of Use, or (iii) the negligence or intentional misconduct of User.

10. Limitations of Liability.

Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, HOWSOEVER ARISING IN CONNECTION WITH THESE TERMS OF USE, THE PRODUCTS, OR THE USE, OR INABILITY TO USE, THE THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC ONLINE MARKETPLACE, EVEN IF THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Cap on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC'S AGGREGATE CUMULATIVE LIABILITY FOR DAMAGES ARISING IN CONNECTION WITH THE PRODUCTS, THESE TERMS OF USE OR THE THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC ONLINE MARKETPLACE (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE) WILL BE LIMITED TO, AND WILL IN NO EVENT EXCEED, THE AMOUNT PAID BY BUYER TO THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC IN RESPECT OF THE PARTICULAR PRODUCT IN CONNECTION WITH WHICH THE CLAIM ARISES.

The foregoing exclusions and limitations shall apply regardless of whether any remedy fails of its essential purpose.

11. Dispute Resolution and Binding Arbitration.

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THESE TERMS OF USE OR YOUR USE OF THE THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC ONLINE MARKETPLACE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the applicable AAA rules then in effect (the "AAA Rules"), except as modified by this Section. (The AAA Rules are available

at www.adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

The place of arbitration will be in the Western District of Pennsylvania. The arbitration will be conducted by a single arbitrator chosen by you and THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC or, if you and THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC do not agree on the arbitrator, an arbitrator selected in accordance with the AAA Rules. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. Subject to the terms and conditions of these Terms of Use (including the exclusions, limitations and disclaimers set forth herein), the arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. You and THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC shall bear equally all fees and costs of arbitration, including, without limitation, AAA fees and arbitrator fees. Each party shall be responsible for its own attorneys' fees and expenses.

12. Miscellaneous.

Entire Agreement. These Terms of Use constitute the entire arrangement and understanding between the parties and supersede all prior agreements, negotiations and discussions relating to the subject matter hereof, whether written or verbal (except that if you are a Dealer, the Dealer Terms of Use also apply). Each party acknowledges that in entering into and performing these Terms of Use it does not do so on the basis of and does not rely on any statement or representation or warranty or understanding other than as expressly contained in these Terms of Use at the date hereof or subsequently included within these Terms of Use pursuant to Section 16(b).

Amendments. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC may amend these Terms of Use at any time and for any reason (including, without limitation, to comply with applicable Law) by posting the amended terms to the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace. Our right to amend these Terms of Use includes the right to modify, add to, or remove terms in the Terms of Use. We will provide you advance notice by posting the amended terms. Additionally, we may notify you by email. Your continued access or use of the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the new or updated Terms of Use through an electronic click-through. Except as required by applicable Law, these Terms of

Use may not otherwise be amended except through a written mutual agreement by you and THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC.

Waivers. In no event will any delay, failure or omission of a party in enforcing, exercising or pursuing any right, claim or remedy under these Terms of Use be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.

Notices. Except as otherwise specifically set forth herein, any notices and other communications given or made pursuant to these Terms of Use to you by THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC will be in writing and will be deemed effectively delivered: (i) when posted to the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace, or (ii) sent by email to the account provided by the User, or (iii) if sent by courier, on the date delivered, or (iv) if sent by email or facsimile, on the date of confirmed electronic transmission. Any notices and other communications given or made pursuant to these Terms of Use to THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC by you will be in writing and will be deemed effectively delivered: (i) when sent by email to THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC at suggestions@THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC, on the date of confirmed electronic transmission or (ii) if sent by mail or express courier, on the date delivered to an authorized representative of THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC. Either party may change its contact information by delivering written notice to the other party in the manner provided above.

Relationship of the Parties. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC has no special relationship with or fiduciary duty to any User or Buyer.

Links from the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace. The THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace contains links to other sites and resources provided by third parties; these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Objectionable Material. You understand that by using the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or

may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. If you object to any such content, you should cease using the THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC online marketplace.

Force Majeure. THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC will have no liability to any User under these Terms of Use to the extent that it is delayed, prevented or hindered in performing any of its obligations under these Terms of Use as a result of any circumstance or occurrence beyond its reasonable control, including, without limitation, acts of God, strikes, blockades, acts of terrorism, riots, storms, earthquakes, explosions, fires, floods, Internet or telecommunications failures/outages/delays, third-party hosting facility failures, denial of service attacks, or other similar occurrences.

Partial Invalidity. If any provision of these Terms of Use or the application of it will be declared or deemed void, invalid or unenforceable in whole or in part for any reason, these Terms of Use will be amended in order to give effect to, so far as is possible, the intent of these Terms of Use. If THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC fails to amend these Terms of Use, the provision, which is void, invalid or unenforceable, will be deemed deleted and the remaining provisions of these Terms of Use will continue in full force and effect.

Governing Law; Venue; Jurisdiction. These Terms of Use will, in all respects, including all matters of construction, validity and performance, be governed by the laws of the Commonwealth of Pennsylvania, without regard to any conflicts of law principles which may result in the application of the laws of another jurisdiction. Any suit, action or proceeding arising in connection with these Terms of Use and that is permitted to be brought outside of arbitration will be brought in the state or federal courts sitting in the State of Pennsylvania and the parties hereby expressly submit to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding. Each party hereby irrevocably waives any objections which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to these Terms of Use if brought in Minnesota, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Assignment. You may not assign these Terms of Use or your rights and obligations hereunder, either in whole or in part, and whether by operation of law or otherwise, without the prior written consent of THE REPUBLIC APP/ UNDERGOD INDUSTRIES LLC. Any attempted assignment or delegation by you in violation of this Section will be null and void and will constitute a material breach of these Terms of Use.

